

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.

★ JUL 24 2017 ★

LONG ISLAND OFFICE

-----X
Mario E. Castro

(In the space above enter the full name(s) of the plaintiff(s).)

-against-

COMPLAINT

Jury Trial: ☒ Yes ☐ No

The BANK OF NEW YORK MELLON Fka
The Bank of New York, As Trustee for the Certificate Holders
of CwALT Inc., ALTERNATIVE LOAN TRUST 2006-OA11 Mortgage PASS-Through
Certificates, SERIES 2006-OA11, and
SHELLPOINT MORTGAGE SERVICING

(In the space above enter the full name(s) of the defendant(s). If you cannot fit the names of all of the defendants in the space provided, please write "see attached" in the space above and attach an additional sheet of paper with the full list of names. The names listed in the above caption must be identical to those contained in Part I. Addresses should not be included here.)

CV-17 4375

SEYBERT, J.

BROWN, M. J.

I. Parties in this complaint:

- A. List your name, address and telephone number. If you are presently in custody, include your identification number and the name and address of your current place of confinement. Do the same for any additional plaintiffs named. Attach additional sheets of paper as necessary.

Plaintiff: Name Mario E. Castro
Street Address 419 West Hills Rd.
County, City MELVILLE
State & Zip Code NY 11747
Telephone Number 917 513-7741

- B. List all defendants. You should state the full name of the defendant, even if that defendant is a government agency, an organization, a corporation, or an individual. Include the address where each defendant may be served. Make sure that the defendant(s) listed below are identical to those contained in the above caption. Attach additional sheets of paper as necessary.

Pro Se 1 (Rev. 12/16) Complaint for a Civil Case

Defendant No. 1 BANK OF NEW YORK MELLON Fka BANK of NEW YORK As
TRUSTEE for the CWALT INC.

Name ALT LOAN TRUST 2006-OA11 MRTG PASSTHROUGH
 Job or Title (if known) CERTIFICATES, SERIES 2006-OA11
 Street Address 101 BARCLAY ST 8W
 City and County NEW YORK
 State and Zip Code N.Y. 10286
 Telephone Number 866 316-4706
 E-mail Address (if known) _____

Defendant No. 2

Name SHELLPOINT MORTGAGE SERVICING
 Job or Title (if known) Servicer
 Street Address PO Box 10826 Greenville,
 City and County Greenville, county Greenville
 State and Zip Code SC 29603-0826
 Telephone Number 866 316-4706
 E-mail Address (if known) _____

Defendant No. 3

Name SELECT PORTFOLIO SERVICING, INC.
 Job or Title (if known) Servicer
 Street Address P.O. Box 65250
 City and County Salt Lake City,
 State and Zip Code UT 84165-0250
 Telephone Number 800 631-0118
 E-mail Address (if known) _____

Defendant No. 4

Name BANK OF AMERICA NA
 Job or Title (if known) customer service mortgage correspondence
 Street Address po box 5170
 City and County Simi Valley
 State and Zip Code C.A. 93062-5170
 Telephone Number 980 335-3561
 E-mail Address (if known) _____

Continue on next
 page marked
 (2) ↓

pg 2 continued

Defendant No. (5) Name All co-Defendants that are
 Street Address Known and unknown
 County, City _____
 State & Zip Code _____
 Telephone Number _____

Defendant No. 2 Name _____
 Street Address _____
 County, City _____
 State & Zip Code _____
 Telephone Number _____

Defendant No. 3 Name _____
 Street Address _____
 County, City _____
 State & Zip Code _____
 Telephone Number _____

Defendant No. 4 Name _____
 Street Address _____
 County, City _____
 State & Zip Code _____
 Telephone Number _____

II. Basis for Jurisdiction:

Federal courts are courts of limited jurisdiction. Only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case involving the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one state sues a citizen of another state and the amount in damages is more than \$75,000 is a diversity of citizenship case.

A. What is the basis for federal court jurisdiction? (check all that apply)

☒ Federal Questions

☐ Diversity of Citizenship

B. If the basis for jurisdiction is Federal Question, what federal Constitutional, statutory or treaty right is at issue? 12 U.S. Code § 2605 (e)(1)(B)(e) and Reg X § 3500.21 (F)(2)
12 U.S. Code, as requested under [TILA] 15 USC § 1601, et seq., 12 CFR 1024.36
(a) Fair Debt Collection Act Title 62 of the Revised Statutes
~~UCC Article 3 § 3-501(b)(2)(i)~~ UCC Article 3 § 3-501(b)(2)(i) and

C. If the basis for jurisdiction is Diversity of Citizenship, what is the state of citizenship of each party?

Plaintiff(s) state(s) of citizenship _____

Defendant(s) state(s) of citizenship _____

> USC Title 18 Chapter 25, Article 3 NYUCC 3-104[2](d)
"presentment"

b. If the defendant is a corporation

The defendant, (name) Bank of New York Mellon fka Bank of NY, is incorporated under the laws of the State of (name) New York, USA, and has its principal place of business in the State of (name) New York USA.
 Or is incorporated under the laws of (foreign nation) _____, and has its principal place of business in (name) _____.

(If more than one defendant is named in the complaint, attach an additional page providing the same information for each additional defendant.)

3. The Amount in Controversy

The amount in controversy—the amount the plaintiff claims the defendant owes or the amount at stake—is more than \$75,000, not counting interest and costs of court, because (explain):

*To be determined by the court under guidelines
 3x mortgage alleged amount est. \$350,000 x 3, punitive
 Based on bad business practice, Breach of my rights to
 due process under the law, Harassment, Stress to self and family
 Estimated \$2.5 million.*

III. Statement of Claim

Write a short and plain statement of the claim. Do not make legal arguments. State as briefly as possible the facts showing that each plaintiff is entitled to the damages or other relief sought. State how each defendant was involved and what each defendant did that caused the plaintiff harm or violated the plaintiff's rights, including the dates and places of that involvement or conduct. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

I recieved welcome letter from Shellpoint (new servicer)
 Plaintiff, Mario E. Castro has requested through administrative process, information from the defendants: SHELLPOINT MORTGAGE SERVICING and BANK OF NY MELLON fka BANK OF NY for the purpose of 1) VALIDATION OF DEBT CLAIMS through a QWR. On Feb 8, 2017 via US Post office and certified mail return signature receipt the QWR was mailed and was received by the Servicer: SHELLPOINT MORTGAGE SERVICING AND BANK OF NEW YORK MELLON and signed receipt of QWR on 2/9/2017, they have not responded to all relative questions on the QWR and was sent a notice of default affidavit on 4/14/2017 defendants named received and signed using US POST OFFICE certified mail return signature on 4/18/17.

Was signed by official from Shellpoint mortgage servicing, (see page marked continued pg 4)

IV. Relief

State briefly and precisely what damages or other relief the plaintiff asks the court to order. Do not make legal arguments. Include any basis for claiming that the wrongs alleged are continuing at the present time. Include the amounts of any actual damages claimed for the acts alleged and the basis for these amounts. Include any punitive or exemplary damages claimed, the amounts, and the reasons you claim you are entitled to actual or punitive money damages.

I, Mario E. Castro, Plaintiff request the the court to rule a Default Judgment in Mario E. Castro's favor, for the defendants (BANK OF NY MELLON fka BANK of NY and it's' servicer SELLPOINT MORTGAGE SERVICING) failure to reply to the question of Validation of debt and standing and to properly provide proof owner in due course of debt. Failure to answer all questions in the QWR in time required. My family and I have suffered extensive stress and harassment, even though that the QWR (written), and I verbally over the phone, have requested no phone calls until the matter of proof of all pertinent questions on the QWR are answered.

*All liens against MARIO E. CASTRO of Alleged Debt Account # 0578156729
 are removed and my credit restored to Annunciate to
 the public through all credit Bureau's no Debt regarding Alleged
 Account. All Liens removed from property 419 West Hills rd Melville, NY
 11747*

b. If the defendant is a corporation

The defendant, *(name)* _____, is incorporated under
the laws of the State of *(name)* _____, and has its
principal place of business in the State of *(name)* _____.
Or is incorporated under the laws of *(foreign nation)* _____,
and has its principal place of business in *(name)* _____.

(If more than one defendant is named in the complaint, attach an additional page providing the same information for each additional defendant.)

3. The Amount in Controversy

The amount in controversy—the amount the plaintiff claims the defendant owes or the amount at stake—is more than \$75,000, not counting interest and costs of court, because *(explain)*:

Continued pg 4

III. **Statement of Claim**

Write a short and plain statement of the claim. Do not make legal arguments. State as briefly as possible the facts showing that each plaintiff is entitled to the damages or other relief sought. State how each defendant was involved and what each defendant did that caused the plaintiff harm or violated the plaintiff's rights, including the dates and places of that involvement or conduct. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

The Bank of New York Mellon's official signed receipt of Default letter by US Post Office registered signature request on 4/17/17, A third letter was sent in same fashion as above an Affidavit of fact Request for inspection of the wet ink note for physical validation and proof of Holder in due course, this letter was sent on 6/8/17 and signed for as received 6/18/17 by defendants, See exhibit A for all proof. The defendants have refused to produce all answers requested as it regards to the validation of debt, of of original and properly validated promissory note instrument, along with proof of proper transfers, receipts, as well as proper ledger accounting arriving at for said debt. Pooling and servicing agreements and all other QWR questions on account #0578156729. Alleged Account # 0578156729. Exhibits B, C, D, E

IV. **Relief**

State briefly and precisely what damages or other relief the plaintiff asks the court to order. Do not make legal arguments. Include any basis for claiming that the wrongs alleged are continuing at the present time. Include the amounts of any actual damages claimed for the acts alleged and the basis for these amounts. Include any punitive or exemplary damages claimed, the amounts, and the reasons you claim you are entitled to actual or punitive money damages.

*See next page
Relief continued*

V. Certification and Closing

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

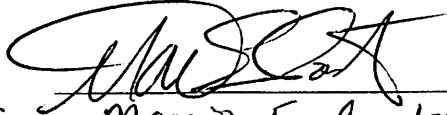
A. For Parties Without an Attorney

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing:

7/24/17

Signature of Plaintiff



Printed Name of Plaintiff

MARIO E. Castro

B. For Attorneys

Date of signing:

Signature of Attorney

Printed Name of Attorney

Bar Number

Name of Law Firm

Street Address

State and Zip Code

Telephone Number

E-mail Address

SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Bank of New York Mellon
FKA Bank of New York
225 Liberty Street
New York, NY 10286



9590 9403 0712 5196 9041 37

Article Number (Transfer from service label)

A. Signature

X

☐ Agent☐ Address

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☐ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Insured Mail Restricted Delivery (over \$500)☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☐ Signature Confirmation☐ Signature Confirmation Restricted Delivery

PS Form 3811, April 2015 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Shellpoint Mortgage Servicing
PO Box 740039
Cincinnati, OH
45274-0039



9590 9402 1497 5329 7460 94

Article Number (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Address

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☐ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Insured Mail Restricted Delivery (over \$500)☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☐ Signature Confirmation☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:



9590 9402 1498 5329 2297 87

Article Number (Transfer from service label)

7016 3010 0000 3305 3040

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Address

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

BANK of New York Mellon FKA
BANK of New York
225 Liberty St.
NY, NY 10286

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☐ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Insured Mail Restricted Delivery (over \$500)☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☐ Signature Confirmation☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

UNITED STATES POSTAL SERVICE

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4® in this box•

Mario E. Castro
419 West Hills Rd.
Melville, NY 11747

USPS TRACKING#



9590 9403 0712 5196 9041 37

USPS TRACKING#



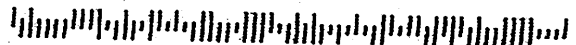
9590 9402 1447 5329 7460 94

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

Mario E. Castro
419 West Hills Rd
Melville, NY 11747

-104519



USPS TRACKING#



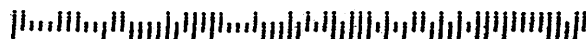
9590 9402 1498 5329 2297 87

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

MARIO CASTRO
419 West Hills Rd.
Melville, NY. 11747

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10



[English](#)[Customer Service](#)[USPS Mobile](#)[Register / Sign In](#)

USPS Tracking®

[Still Have Questions?](#)[Browse our FAQs ›](#)[Get Easy Tracking Updates ›](#)
[Sign up for My USPS.](#)Tracking Number: **EL575973295US**Scheduled Delivery Day: **Thursday, February 9, 2017, 12:00 pm****Money Back Guarantee**

Signed for By: A KEITH // CINCINNATI, OH 45263 // 11:06 am

Product & Tracking Information

Postal Product:

Priority Mail Express 1-Day™

Features:

Insured

Return Receipt

PO to Addressee

[See tracking for related item: 9590940214975329746094](#)**DATE & TIME****February 9, 2017 , 11:06 am****STATUS OF ITEM**Delivered, Front
Desk/Reception**LOCATION****CINCINNATI, OH 45263**

Your item was delivered to the front desk or reception area at 11 06 am on February 9, 2017 in CINCINNATI, OH 45263.

February 9, 2017 , 9:41 am

Arrived at Post Office

CINCINNATI, OH 45203

February 9, 2017 , 9:17 am

Departed USPS Facility

CINCINNATI, OH 45234

February 9, 2017 , 8:21 am

Arrived at USPS Destination
Facility

CINCINNATI, OH 45234

February 8, 2017 , 6:06 pm

Departed Post Office

MEDFORD, NY 11763

February 8, 2017 , 5:08 pm

Acceptance

MEDFORD, NY 11763

Available Actions

[Proof of Delivery](#)[Text Updates](#)[Email Updates](#)

Track Another Package

Tracking (or receipt) number[Track It](#)

Manage Incoming Packages

Track all your packages from a dashboard.
No tracking numbers necessary.[Sign up for My USPS ›](#)

English

Customer Service

USPS Mobile

Register / Sign In



USPS Tracking®

Still Have Questions?

[Browse our FAQs ›](#)



Get Easy Tracking Updates ›
Sign up for My USPS.

Tracking Number: **EL575973304US**

Scheduled Delivery Day: **Thursday, February 9, 2017, 12:00 pm**
Money Back Guarantee
Signed for By: V MILLER // NEW YORK, NY 10286 // 9:33 am

Product & Tracking Information

Postal Product:

Priority Mail Express 1-Day™

Features:

Insured

Return Receipt

PO to Addressee

See tracking for related item: 9590940307125196904137

DATE & TIME

February 9, 2017 , 9:33 am

STATUS OF ITEM

Delivered, To Agent

LOCATION

NEW YORK, NY 10286

Your item has been delivered to an agent at 9:33 am on February 9, 2017 in NEW YORK, NY 10286.
The item was signed for by V MILLER.

February 9, 2017 , 7:35 am

Available for Pickup

NEW YORK, NY 10007

February 9, 2017 , 7:27 am

Arrived at Post Office

NEW YORK, NY 10007

February 9, 2017 , 1:51 am

Arrived at USPS Facility

NEW YORK, NY 10199

February 8, 2017 , 6:06 pm

Departed Post Office

MEDFORD, NY 11763

February 8, 2017 , 5:08 pm

Acceptance

MEDFORD, NY 11763

Available Actions

[Proof of Delivery](#)

[Text Updates](#)

[Email Updates](#)

Track Another Package

Tracking (or receipt) number

[Track It](#)

Manage Incoming Packages

Track all your packages from a dashboard.
No tracking numbers necessary.

[Sign up for My USPS ›](#)



USPS Tracking® Results

FAQs > (<http://faq.usps.com/?articleId=220900>)

Track Another Package +

Remove X

Tracking Number: 70163010000033053040



Delivered


Product & Tracking Information

See Available Actions

Postal Product:
Priority Mail™

Features:
Certified Mail™
Return Receipt
Up to \$50 insurance included
Restrictions Apply ⓘ

See tracking for related item:
9590940214985329229787 (/go/TrackConfirmAction?
tLabels=9590940214985329229787)

DATE & TIME	STATUS OF ITEM	LOCATION
April 17, 2017, 5:12 pm	Delivered, Front Desk/Reception 	NEW YORK, NY 10281
Your item was delivered to the front desk or reception area at 5:12 pm on April 17, 2017 in NEW YORK, NY 10281.		
April 15, 2017, 3:09 am	Arrived at USPS Regional Facility	JERSEY CITY NJ NETWORK DISTRIBUTION CENTER

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X **5th 3rd MAIL OPS** ☐ Agent
☒ Address

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

Shell Point Mortgage Serv
APR 18 2017
Cincinnati OH 45274-0039

3. Service Type

☐ Adult Signature ☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery ☐ Registered Mail™
☐ Certified Mail® ☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery ☐ Return Receipt for

☐ Collect on Delivery Restricted Delivery
☐ Signature Confirmation
☐ Signature Confirmation Restricted Delivery
 (over \$500)



9590 9402 1400 5320 2207 04

Article Number (Transfer from service label)

7016 3010 0000 3305 3057

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.

Print your name and address on the reverse so that we can return the card to you.

Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Shell Point Mortgage
Servicing
P.O. Box 7400 39
Cincinnati, Ohio
45274-0039



9590 9402 2829 7069 0620 61

7016 1970 0000 7717 7008

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Brian Berning* ☐ Agent
☒ Address

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

JUN 12 2017

3. Service Type

☐ Adult Signature ☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery ☐ Registered Mail™
☐ Certified Mail® ☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery ☐ Return Receipt for Merchandise
☐ Collect on Delivery ☐ Signature Confirmation
☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation Restricted Delivery
☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Bank of New York Mellon
FKA Bank of New York
101 Barclay St.
New York, NY 10007



9590 9402 2829 7069 0620 78

7016 1970 0000 7717 7015

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]* ☐ Agent
☒ Address

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature ☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery ☐ Registered Mail™
☐ Certified Mail® ☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery ☐ Return Receipt for Merchandise
☐ Collect on Delivery ☐ Signature Confirmation
☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation Restricted Delivery
☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500)

USPS TRACKING#



9590 9402 1498 5329 2297 94

United States
Postal Service

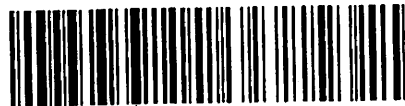
• Sender: Please print your name, address, and ZIP+4® in this box*

MARIO Castro
419 West Hills Rd
Melville, NY 11747

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10



USPS TRACKING#



9590 9402 2829 7069 0620 61

United States
Postal Service

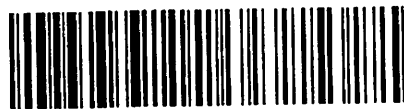
• Sender: Please print your name, address, and ZIP+4® in this box*

Mario E. Castro
419 West Hills Rd.
Melville, NY 11747

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10



USPS TRACKING#



9590 9402 2829 7069 0620 78

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box*

Mario E. Castro
419 West Hills Rd.
Melville, NY 11747

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10



Mario E. Castro

419 West Hills Rd. Melville , N.Y.11747

Shellpoint Mortgage Servicing, acting as "servicer",
P.O. BOX740039
CINCINATI, O.H. 45274-0039 On behalf of:
BANK OF NY MELLON FKA THEBANK OF NEW YORK 225 Liberty Street
New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC.,
ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2206-OA11
ATTN: ACCOUNT MANAGER

Certified Mail #: [XXXX XXXX XXXX XXXX XXXX]

Feb. 8, 2017

**RESPA QUALIFIED WRITTEN REQUEST, COMPLAINT, DISPUTE OF DEBT &
VALIDATION OF DEBT LETTER, TILA REQUEST**

This letter is a "qualified written request" in compliance with and under the Real Estate Settlement Procedures Act, 12 U.S.C. Section 2605(e) and Regulation X at 24 C.F.R. 3500, and The Gramm Leach Bliley Act.

REF: Alleged Account # 0578156729 To Whom This Presentment Shall Come, Madam or Sir:

I am writing to you to complain about the accounting and servicing of this mortgage and my need for understanding and clarification of various sale, transfer, funding source, legal and beneficial ownership, charges, credits, debits, transactions, reversals, actions, payments, analyses and records related to the servicing of this account from its origination to the present date.

To date, the documents and information I have, that you have sent, and the conversations with your service representatives, have been unproductive and have not answered many questions. □ It is my understanding that your company may have been accused of engaging in one or more predatory servicing or lending and servicing schemes. As a consumer, I am extremely concerned about such practices by anyone, let alone this mortgage company or anyone who has any interest this matter. I am concerned that such abuses are targeting the uneducated and uninformed consumer and disadvantaged, poor, elderly and minority Americans.

Needless to say, I am most concerned. I am worried that potential fraudulent and deceptive practices by unscrupulous mortgage brokers; sales and transfers of mortgage servicing rights; deceptive and fraudulent servicing practices to enhance balance sheets; deceptive, abusive and fraudulent accounting tricks and practices may have also negatively affected any credit rating, mortgage account and/or the

debt or payments that I am currently, or may be legally obligated to. I hereby demand absolute 1st hand evidence from you of the original uncertificated or certificated security regarding account number 0578156729 In the event you do not supply me with the very security it will be a positive confirmation on your part that you never really created and owned one. I also hereby demand that a chain of transfer from you to wherever the security is now be promptly sent to me as well. Absent the actual evidence of the security I have no choice but to dispute the validity of your lawful ownership, funding, entitlement right, and the current debt you allege I owe. By debt I am referring to the principal balance you claim I owe; the calculated monthly payment, calculated escrow payment and any fees claimed to be owed by you or any trust or entity you may service or subservice for.

To independently validate this debt, I need to conduct a complete exam, audit, review and accounting of this mortgage account from its inception through the present date. Upon receipt of this letter, please refrain from reporting any negative credit information [if any] to any credit reporting agency until you respond to each of the requests.

I also request that you kindly conduct your own investigation and audit of this account since its inception to validate the debt you currently claim I owe. I would like you to validate this debt so that it is accurate to the penny!

Please do not rely on previous servicers or originators records, assurances or indemnity agreements and refuse to conduct a full audit and investigation of this account. ☐ I understand that potential abuses by you or previous servicers could have deceptively, wrongfully, unlawfully, and/or illegally:

Increased the amounts of monthly payments. ☐ Increased the principal balance I owe; ☐ Increased escrow payments; ☐ Increased the amounts applied and attributed toward interest on this account; ☐ Decreased the proper amounts applied and attributed toward principal on this account; and/or Assessed, charged and/or collected fees, expenses and misc. charges I am not legally obligated to pay under this mortgage, note and/or deed of trust.

I request you insure that I have not been the victim of such predatory servicing or lending practices. ☐ To insure this, I have authorized a thorough review, examination, accounting and audit of mortgage account # 0578156729 by mortgage auditing and predatory servicing or lending experts. This exam and audit will review this mortgage account file from the date of initial contact, application and the origination of this account to the present date written above.

Again this is a Qualified Written Request under the Real Estate Settlement Procedures Act, codified as Title 12 § 2605 (e)(1)(B) (e) and Reg. X § 3500.21(f)2 of the United States Code as well as a request under Truth In Lending Act [TILA] 15 U.S.C. § 1601, et seq. RESPA provides substantial penalties and fines for non-compliance or failure to answer my questions provided in this letter within sixty [60] days of its receipt!

In order to conduct the examination and audit of this loan, I need to have full and immediate disclosure including copies of all pertinent information regarding this loan. The documents requested and answers to my questions are needed by my self and others to insure that this loan:

Was originated in lawful compliance with all federal and state laws, regulations including, but not limited to Title 62 of the Revised Statutes, RESPA, TILA, Fair Debt Collection Act, HOEPA and other laws;

That any sale or transfer of this account or monetary instrument, was conducted in accordance with proper laws and was a lawful sale with complete disclosure to all parties with an interest;

That the claimed holder in due course of the monetary instrument/deed of trust/asset is holding such note in compliance with statutes, State and Federal laws and is entitled to the benefits of payments;

That all good faith and reasonable disclosures of transfers, sales, Power of Attorney, monetary instrument ownership, entitlements, full disclosure of actual funding source, terms, costs, commissions, rebates, kickbacks, fees etc. were and still are properly disclosed to me;

That each servicers and/or sub-servicers of this mortgage has serviced this mortgage in accordance with statute, laws and the terms of mortgage, monetary instrument/deed of trust;

That each servicers and sub-servicers of this mortgage has serviced this mortgage in compliance with local, state and federal statutes, laws and regulations;

That this mortgage account has properly been credited, debited, adjusted, amortized and charged correctly;

That interest and principal have been properly calculated and applied to this loan;

That any principal balance has been properly calculated, amortized and accounted for; ☐ that no charges, fees or expenses, not obligated by me in any agreement, have been charged, assessed or collected from this account;

In order to validate this debt and audit this account, I need copies of pertinent documents to be provided to me. I also need answers, certified, in writing, to various servicing questions. For each record kept on computer or in any other electronic file or format, please provide a paper copy of all information in each field or record in each computer system, program or database used by you that contains any information on this account number or my name.

As such, please send to me, at the address above, copies of the documents requested below as soon as possible. Please also provide copies of:

1) Any certificated or uncertificated security, front and back, used for the funding of account # 0578156729

2) Any and all "Pool Agreement(s)" including account #0578156729 between Shellpoint Mortgage Servicing, acting as "servicer",

P.O. BOX 740039

CINCINATI, O.H. 45274-0039 On behalf of:

**BANK OF NY MELLON FKA THEBANK OF NEW YORK 225 Liberty Street
New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC.,
ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2206-OA11**

and any government sponsored entity, hereinafter (GSE).

3) Any and all "Deposit Agreement(s)" regarding account # 0578156729 or the "Pool Agreement" including account # 0578156729 between BANK OF NY MELLON FKA THEBANK OF NEW YORK 225 Liberty Street

New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC.,
ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2206-OA11 and any GSE.

4) Any and all "Servicing Agreement(s)" between BANK OF NY MELLON FKA THEBANK OF NEW YORK 225 Liberty Street

New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC.,
ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2206-OA11 and any GSE.

5) Any and all "Custodial Agreement(s)" between BANK OF NY MELLON FKA THEBANK OF NEW YORK 225 Liberty Street

New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC.,
ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2206-OA11 and any GSE.

6) Any and all "Master Purchasing Agreement" between BANK OF NY MELLON FKA THEBANK OF NEW YORK 225 Liberty Street

New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC.,
ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2206-OA11 and any GSE

7) Any and all "Issuer Agreement(s)" between BANK OF NY MELLON FKA THEBANK OF NEW YORK 225 Liberty Street

New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC.,
ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2206-OA11 and any GSE.

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8) Any and all "Commitment to Guarantee" agreement(s) between BANK OF NY MELLON FKA THEBANK OF NEW YORK 225 Liberty Street

New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC.,
ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2206-OA11 and any GSE.9) Any and all "Release of Document agreements" between BANK OF NY MELLON FKA THEBANK OF NEW YORK 225 Liberty Street

New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC.,
ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2206-OA11 and any GSE.

10) Any and all "Master Agreement for servicer's Principle and Interest Custodial Account" between BANK OF NY MELLON FKA THEBANK OF NEW YORK 225 Liberty Street

New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC.,

ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE SERIES 2206-OA11 and any GSE.

11) Any and all "Servicers Escrow Custodial Account" between BANK OF NY MELLON FKA THEBANK OF NEW YORK 225 Liberty Street New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC., ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE SERIES 2206-OA11 and any GSE.

12) Any and all "Release of Interest" agreements between BANK OF NY MELLON FKA THEBANK OF NEW YORK 225 Liberty Street New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC., ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE SERIES 2206-OA11 and any GSE.

13) Any Trustee agreement(s) between BANK OF NY MELLON FKA THEBANK OF NEW YORK 225 Liberty Street New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC., ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE SERIES 2206-OA11 and BANK OF NY MELLON FKA THEBANK OF NEW YORK 225 Liberty Street New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC., ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE SERIES 2206-OA11 trustee regarding account # 123456789 or pool accounts with any GSE.

14) Please send to the requester a copy of any documentation evidencing any trust relationship regarding the Mortgage/Deed of Trust and any Note in this matter.

15) Please send to the requester a copy of any and all document(s) establishing any Trustee of record for the Mortgage/Deed of Trust and any Note.

16) Please send to the requester a copy of any and all document(s) establishing the date of any appointment of Trustee Mortgage/Deed of Trust and any Note. Please also include any and all assignments or transfers or nominees of any substitute trustee(s).

17) Please send to the requester a copy of any and all document(s) establishing any Grantor for this Mortgage/Deed of Trust and any Note.

18) Please send to the requester a copy of any and all document(s) establishing any Grantee for this Mortgage/Deed of Trust and any Note.

19) Please send to the requester a copy of any and all document(s) establishing any Beneficiary for this Mortgage/Deed of Trust and any Note.

20) Please send to the requester any documentation evidencing the Mortgage or Deed of trust is not a constructive trust or any other form of trust.

21) All data, information, notations, text, figures and information contained in your mortgage

servicing and accounting computer systems including, but not limited to Alltel or Fidelity CPI system, or any other similar mortgage servicing software used by you, any servicers, or sub-servicers of this mortgage account from the inception of this account to the date written above.

22) All descriptions and legends of all Codes used in your mortgage servicing and accounting system so that the examiners, auditors and experts retained to audit and review this mortgage account may properly conduct their work.

23) All assignments, transfers, allonge, or other document evidencing a transfer, sale or assignment of this mortgage, deed of trust, monetary instrument or other document that secures payment by me to this obligation in this account from the inception of this account to the present date including any such assignments on MERS.

24) All records, electronic or otherwise, of assignments of this mortgage, monetary instrument or servicing rights to this mortgage including any such assignments on MERS.

25) All deeds in lieu, modifications to this mortgage, monetary instrument or deed of trust from the inception of this account to the present date.

26) The front and back of each and every canceled check, money order, draft, debit or credit notice issued to any servicers of this account for payment of any monthly payment, other payment, escrow charge, fee or expense on this account.

27) All escrow analyses conducted on this account from the inception of this account until the date of this letter;

28) The front and back of each and every canceled check, draft or debit notice issued for payment of closing costs, fees and expenses listed on any and all disclosure statement(s) including, but not limited to, appraisal fees, inspection fees, title searches, title insurance fees, credit life insurance premiums, hazard insurance premiums, commissions, attorney fees, points, etc.

29) Front and back copies of all payment receipts, checks, money orders, drafts, automatic debits and written evidence of payments made by others or me on this account.

30) All letters, statements and documents sent to me by your company;

31) All letters, statements and documents sent to me by agents, attorneys or representatives of your company;

32) All letters, statements and documents sent to me by previous servicers, sub-servicers or others in your account file or in your control or possession or in the control or possession of any affiliate, parent company, agent, sub-servicers, servicers, attorney or other representative of your company.

33) All letters, statements and documents contained in this account file or imaged by you, any servicers or sub-servicers of this mortgage from the inception of this account to present date.

- 34) All electronic transfers, assignments, sales of the note/asset, mortgage, deed of trust or other security instrument.
- 35) All copies of property inspection reports, appraisals, BPOs and reports done on the property.
- 36) All invoices for each charge such as inspection fees, BPOs, appraisal fees, attorney fees, insurance, taxes, assessments or any expense, which has been charged to this mortgage account from the inception of this account to the present date.
- 37) All checks used to pay invoices for each charged such as inspection fees, BPOs, appraisal fees, attorney fees, insurance, taxes, assessments or any expense which has been charged to this mortgage account from the inception of this account to the present date.
- 38) All agreements, contracts and understandings with vendors that have been paid for any charge on this account from the inception of this account to the present date.
- 39) All account servicing records, payment payoffs, payoff calculations, ARM audits, interest rate adjustments, payment records, transaction histories, account histories, accounting records, ledgers, and documents that relate to the accounting of this account from the inception of this account until present date?
- 40) All account servicing transaction records, ledgers, registers and similar items detailing how this account has been serviced from the from the inception of this account until present date?

Further, in order to conduct the audit and review of this account, and to determine all proper amounts due, I need the following answers to questions concerning the servicing and accounting of this mortgage account from its inception to the present date. Accordingly, can you please provide me, in writing, the answers to the questions listed below.

ACCOUNT ACCOUNTING & SERVICING SYSTEMS

- 1) Please identify for me each account accounting and servicing system used by you and sub-servicers or previous servicers from the inception of this account to the present date so that this experts can decipher the data provided.
- 2) For each account accounting and servicing system identified by you and any sub-servicers or previous services from the inception of this account to the present date, please provide the name and address of the company or party that designed and sold the system.
- 3) ☐ For each account accounting and servicing system used by you and any sub-servicers or previous servicers from the inception of this account to the present date, please provide the complete transaction code list for each system so that I, and others can adequately audit this account.

DEBITS & CREDITS

- 1) In a spreadsheet form or in letter form in a columnar format, please detail for me each and every credit on this account and the date such credit was posted to this account as well as the date any credit was received.

2) In a spreadsheet form or in letterform in a columnar format, please detail for me each and every debit on this account and the date debit was posted to this account as well as the date any debit was received.

3) For each debit or credit listed, please provide me with the definition for each corresponding transaction code you utilize?

4) For each transaction code, please provide us with the master transaction code list used by you or previous servicers.

Please identify for me each account accounting and servicing system used by you and any sub-servicers or previous servicers from the inception of this account to the present date so that this experts can decipher the data provided.

MORTGAGE & ASSIGNMENTS

1) Has each sale, transfer or assignment of this mortgage, monetary instrument, deed of trust or any other instrument I executed to secure this debt been recorded in the county property records in the county and state in which my property is located from the inception of this account to the present date? Yes or No?

2) If not, why?

3) Is your company the servicers of this mortgage account or the holder in due course and beneficial owner of this mortgage, monetary instrument and/or deed of trust?

4) Have any sales, transfers or assignments of this mortgage, monetary instrument, deed of trust or any other instrument I executed to secure this debt been recorded in any electronic fashion such as MERS or other internal or external recording system from the inception of this account to the present date? Yes or No?

5) If yes, please detail for me the names of each seller, purchaser, assignor, assignee or any holder in due course to any right or obligation of any note, mortgage, deed or security instrument I executed securing the obligation on this account that was not recorded in the county records where my property is located whether they be mortgage servicing rights or the beneficial interest in the principal and interest payments.

ATTORNEY FEES

1) For purposes of my questions below dealing with attorney fees, please consider the terms attorney fees and legal fees to be one in the same.

2) Have attorney fees ever been assessed to this account from the inception of this account to the present date?

3) If yes, please detail each separate assessment, charge and collection of attorney fees to this account from the inception of this account to the present date and the date of such assessment to this account?

- 4) Have attorney fees ever been charged to this account from the inception of this account to the present date?
- 5) If yes, please detail each separate charge of attorney fees to this account from the inception of this account to the present date and the date of such charge to this account?
- 6) Have attorney fees ever been collected from this account from the inception of this account to the present date?
- 7) If yes, please detail each separate collection of attorney fees from this account from the inception of this account to the present date and the date of such collection from this account?
- 8) Please provide for me the name and address of each attorney or law firm that has been paid any fees or expenses related to this account from the inception of this account to the present date?
- 9) Please identify for me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed authorized the assessment, charge or collection of attorney fees?
- 10) Please detail and list for me in writing each separate attorney fee assessed to this account and for which corresponding payment period or month such fee was assessed from the inception of this account to present date.
- 11) Please detail and list for me in writing each separate attorney fee collected from this account and for which corresponding payment period or month such fee was collected from the inception of this account to present date.
- 12) Please detail and list for me in writing any adjustments in attorney fees assessed and on what date such adjustment was made and the reasons for such adjustment.
- 13) Please detail and list for me in writing any adjustments in attorney fees collected and on what date such adjustment were made and the reasons for such adjustment.
- 14) Has interest been charged on any attorney fee assessed or charged to this account? Yes or No?
- 15) Is interest allowed to be assessed or charged on attorney fees charged or assessed to this account? Yes or No?
- 16) How much in total attorney fees have been assessed to this account from the inception of this account until present date? \$ _____
- 17) How much in total attorney fees have been collected on this account from the inception of this account until present date? \$ _____
- 18) How much in total attorney fees have been charged to this account from the inception of this account until present date? \$ _____
- 19) Please send to me copies of all invoices and detailed billing statements from any law firm or

attorney that has billed such fees that been assessed or collected from this account.

SUSPENSE/UNAPPLIED ACCOUNTS

For purposes of this section, please treat the term suspense account and unapplied account as one in the same.

- 1) Has there been any suspense or unapplied account transactions on this account from the inception of this account until present date?
- 2) If yes, please explain the reason for each and every suspense transaction that occurred on this account? If no, please skip the questions in this section dealing with suspense and unapplied accounts.
- 3) In a spreadsheet or in letter form in a columnar format, please detail for me each and every suspense or unapplied transaction, both debits and credits that has occurred on this account from the inception of this account until present date?

LATE FEES

For purposes of my questions below dealing with late fees, please consider the terms late fees and late charges to be one in the same.

- 1) Have you reported the collection of late fees on this account as interest in any statement to me or to the IRS? Yes or No?
- 2) Has any previous servicers or sub-servicers of this mortgage reported the collection of late fees on this account as interest in any statement to me or to the IRS? Yes or No?
- 3) Do you consider the payment of late fees as liquidated damages to you for not receiving payment on time? Yes or No?
- 4) Are late fees considered interest? Yes or No?
- 5) Please detail for me in writing what expenses and damages you incurred for any payment I made that was late.
- 6) Were any of these expenses or damages charged or assessed to this account in any other way? Yes or No?
- 7) If yes, please describe what expenses or charges were charged or assessed to this account?
- 8) Please describe for me in writing what expenses you or others undertook due to any payment I made, which was late?
- 9) Please describe for me in writing what damages you or others undertook due to any payment I made, which was late?
- 10) Please identify for me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed authorized the assessment or collection of late fees?

inspection on my property?

8) Please tell me why property inspections were conducted on my property?

9) Please tell me how property inspections are beneficial to me.

10) Please tell me how property inspections are protective of my property.

11) Please explain to me your policy on property inspections.

12) Do you consider the payment of inspection fees as a cost of collection? Yes or No?

13) If yes, why?

14) Do you use property inspections to collect debts? Yes or No?

15) Have you used any portion of the property inspection process on my property to collect a debt or inform me of a debt, payment or obligation I owe?

16) If yes, please answer when and why?

17) Please identify for me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed that authorized the assessment or collection of property inspection fees?

18) Have you labeled in any record or document sent to me a property inspection as a misc. advance? Yes or No?

19) If yes, why?

20) Have you labeled in any record or document sent to me a property inspection as a legal fee or attorney fee? Yes or No?

21) If yes, why?

22) Please detail and list for me in writing each separate inspection fee assessed to this account and for which corresponding payment period or month such fee was assessed from the inception of this account to present date.

23) Please detail and list for me in writing each separate inspection fee collected from this account and for which corresponding payment period or month such fee was collected from the inception of this account to present date.

24) Please detail and list for me in writing any adjustments in inspection fees assessed and on what date such adjustment was made and the reasons for such adjustment.

25) Please detail and list for me in writing any adjustments in inspection fees collected and on what

- 11) Please detail and list for me in writing each separate late fee assessed to this account and for which corresponding payment period or month such late fee was assessed from the inception of this account to present date.
- 12) Please detail and list for me in writing each separate late fee collected from this account and for which corresponding payment period or month such late fee was collected from the inception of this account to present date.
- 13) Please detail and list for me in writing any adjustments in late fees assessed and on what date such adjustment was made and the reasons for such adjustment.
- 14) Has interest been charged on any late fee assessed or charged to this account? Yes or No?
- 15) Is interest allowed to be assessed or charged on late fees charged or assessed to this account? Yes or No?
- 16) Have any late charges been assessed to this account? Yes or No?
- 17) If yes, how much in total late charges have been assessed to this account from the inception of this account until present date? \$ _____
- 18) Please provide me with the exact months or payment dates you or other previous servicers of this account claim I have been late with a payment from the inception of this account to the present date.
- 19) Have late charges been collected on this account from the inception of this account until present date? Yes or No?
- 20) If yes, how much in total late charges have been collected on this account from the inception of this account until present date? \$ _____

PROPERTY INSPECTIONS

- 1) For purposes of this section property inspection and inspection fee refer to any inspection of property by any source and any related fee or expense charged, assessed or collected for such inspection.
- 2) Have any property inspections been conducted on my property from the inception of this account until the present date?
- 3) If your answer is no, you can skip the rest of these questions in this section concerning property inspections?
- 4) If yes, please tell me the date of each property inspection conducted on my property that is the secured interest for this mortgage, deed or note?
- 5) Please tell me the price charged for each property inspection? 6) Please tell me the date of each property inspection?
- 7) Please tell me the name and address of each company and person who conducted each property

date such adjustment was made and the reasons for such adjustment.

26) Has interest been charged on any inspection fees assessed or charged to this account? Yes or No?

27) If yes, when and how much was charged?

28) Is interest allowed to be assessed or charged on inspection fees charged or assessed to this account? Yes or No?

29) How much in total inspection fees have been assessed to this account from the inception of this account until present date? \$ _____

30) How much in total inspection fees have been collected on this account from the inception of this account until present date? \$ _____

31) Please forward to me copies of all property inspections made on my property in this mortgage account file.

32) Has any fee charged or assessed for property inspections been placed into escrow account? Yes or no?

BPO FEES

1) Have any BPOs [Broker Price Opinions] been conducted on my property?

2) If yes, please tell me the date of each BPO conducted on my property that is the secured interest for this mortgage, deed or note?

3) Please tell me the price of each BPO?

4) Please tell me who conducted each BPO?

5) Please tell me why BPOs were conducted on my property

6) Please tell me how BPOs are beneficial to me.

7) Please tell me how BPOs are protective of my property.

8) Please explain to me your policy on BPOs.

9) Have any BPO fees been assessed to this account? Yes or No?

10) If yes, how much in total BPO fees have been assessed to this account? \$ _____

11) Have any BPO fees been charged to this account? Yes or No?

12) If yes, how much in total BPO fees have been charged to this account? \$ _____

13) Please tell me specifically what clause, paragraph and sentence in the note, mortgage or deed of

trust or any agreement I have executed allows you to assess, charge or collect a BPO fee from me.

14) Please send to me copies of all BPO reports that have been done on my property.

15) Has any fee charged or assessed for A BPO been placed into escrow? Yes or no?

FORCED-PLACED INSURANCE

1) Have you placed or ordered any forced-placed insurance policies on my property?

2) If yes, please tell me the date of each policy ordered or placed on my property that is the secured interest for this mortgage, deed or note?

3) Please tell me the price of each policy?

4) Please tell me the agent for each policy?

5) Please tell me why each policy was placed on my property.

6) Please tell me how the policies are beneficial to me.

7) Please tell me how policies are protective of my property.

8) Please explain to me your policy on forced-placed insurance.

9) Have any forced-placed insurance fees been assessed to this mortgage or escrow account?

Yes or No?

10) If yes, how much in total forced-placed policy fees have been assessed to this account? \$ _____

11) Have any forced-placed insurance fees been charged to this mortgage or escrow account? Yes or No?

12) If yes, how much in total forced-placed insurance fees have been charged to this mortgage or escrow account? \$ _____

13) Please tell me specifically what clause, paragraph and sentence in the note, mortgage or deed of trust or any agreement I have executed allows you to assess, charge or collect forced-placed insurance fees from me.

14) Do you have any relationship with the agent or agency that placed any policies on my property? If yes, please describe.

15) Do you have any relationship with the carrier that issued any policies on my property? If yes, please describe.

16) Has the agency or carrier you used to place a forced-placed insurance policy on my property provided you any service, computer system, discount on policies, commissions, rebates or any form of consideration? If yes, please describe.

17) Do you maintain a blanket insurance policy to protect your properties when customer policies have expired?

18) Please send to me copies of all forced-placed insurance policies that have been ordered on my property.

SERVICING RELATED QUESTIONS

For each of the following questions listed below, please provide me with a detailed explanation in writing that answers each question. In addition, I need the following answers to questions concerning the servicing of this mortgage account from its inception to the present date. Accordingly, can you please provide me, in writing, the answers to the questions listed below:

- 1) Did the originator or previous servicers of this account have any financing agreements or contracts with your company or an affiliate of your company?
- 2) Did the originator of this account or previous servicers of this account have a warehouse account agreement or contract with your company?
- 3) Did the originator of this account or previous servicers of this account receive any compensation, fee, commission, payment, rebate or other financial consideration from your company or any affiliate of your company for handling, processing, originating or administering this loan? If yes, please describe and itemize each and every form of compensation, fee, commission, payment, rebate or other financial consideration paid to the originator of this account by your company or any affiliate.
- 4) Please identify for me where the originals of this entire account file are currently located and how they are being stored, kept and protected?
- 5) Where is the original monetary instrument or mortgage I signed located? Please describe its physical location and anyone holding this note as a custodian or trustee if applicable.
- 6) Where is the original deed of trust or mortgage and note I signed located? Please describe its physical location and anyone holding this note as a custodian or trustee if applicable.
- 7) Since the inception of this loan, has there been any assignment of my monetary instrument/asset to any other party? If the answer is yes, identify *the names and addresses of each and every individual, party, bank, trust or entity that has received such assignment?*
- 8) Since the inception of this loan, has there been any assignment of the deed of trust or mortgage and note to any other party? If the answer is yes, would you kindly identify the names and addresses of each and every individual, party, bank, trust or entity that has received such assignment?
- 9) Since the inception of this loan, has there been any sale or assignment of servicing rights to this mortgage account to any other party? If the answer is yes, would you kindly identify the names and

addresses of each and every individual, party, bank, trust or entity that has received such assignment or sale.

10) Since the inception of this loan, has any sub-servicers serviced any portion of this mortgage loan? If the answer is yes, would you kindly identify the names and addresses of each and every individual, party, bank, trust or entity that has sub-serviced this mortgage loan.

11) Has this mortgage account been made a part of any mortgage pool since the inception of this loan? If yes, please identify for me each and every account mortgage pool that this mortgage has been a part of from the inception of this account to the present date.

12) Has each and every assignment of my asset/monetary instrument been recorded in the county land records where the property associated with this mortgage account is located?

13) Has there been any electronic assignment of this mortgage with MERS [Mortgage Electronic Registration System] or any other computer mortgage registry service or computer program? If yes, please identify the name and address of each and every individual, entity, party, bank, trust or organization or servicers that has been assigned the mortgage servicing rights to this account as well as the beneficial interest to the payments of principal and interest on this loan.

14) Have there been any investors [as defined in your industry] who have participated in any mortgage-backed security, collateral mortgage obligation or other mortgage security instrument that this mortgage account has ever been a part of from the inception of this mortgage to the present date? If yes, please identify the name and address of each and every individual, entity, organization and/or trust.

15) Please identify for me the parties and their addresses to all sales contracts, servicing agreements, assignments, allonges, transfers, indemnification agreements, recourse agreements and any agreement related to this account from its inception to the current date written above.

16) Please provide me with copies of all sales contracts, servicing agreements, assignments, allonges, transfers, indemnification agreements, recourse agreements and any agreement related to this account from its inception to the current date written above.

17) How much was paid for this individual mortgage account by you?

18) If part of a mortgage pool, what was the principal balance used by you to determine payment for this individual mortgage loan.

19) If part of a mortgage pool, what was the percentage paid by you of the principal balance above used to determine purchase of this individual mortgage loan.

20) Who did you issue a check or payment to for this mortgage loan?

21) Please provide me copies with the front and back of canceled check.

22) Did any investor approve the foreclosure of my property?

23) Has HUD assigned or transferred foreclosure rights to you as required by 12 USC 3754?

24) Please identify all persons who approved the foreclosure of my property!

Please provide me with the documents I have requested and a detailed answer to each of my questions within the required lawful time frame. Upon receipt of the documents and answers, an exam and audit will be conducted that may lead to a further document request and answers to questions under an additional QWR letter.

Copies of this Qualified Written Request, Validation of Debt, TILA and request for accounting and legal records, Dispute of Debt letter are being sent to FTC, HUD, Thrift Supervision, all relevant state and federal regulators; and other consumer advocates; and my congressman.

It is my hope that you answer this RESPA REQUEST in accordance with law and the questions, documents and validation of debt to the penny and correct any abuse(s) or scheme(s) uncovered and documented.

Default Provision(s) under this QUALIFIED WRITTEN RESPA REQUEST

**BANK OF NY MELLON FKA THEBANK OF NEW YORK 225 Liberty Street
New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC.,
ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2206-OA11 or any agents, transfers, or assigns omissions of or agreement by silence of this
RESPA REQUEST via certified rebuttal of any and all points herein this RESPA REQUEST", agrees
and consents to including but not limited by any violations of law and/or immediate terminate/remove
any and all right, title and interests (liens) in Mario E. Castro or any property or collateral connected
to Mario E. Castro or account # 0578156729 and waives any and all immunities or defenses in claims
and or violations agreed to in this RESPA REQUEST including but not limited by any and all:**

**1. Mario E. Castro's right, by breach of fiduciary responsibility and fraud and misrepresentation
revocation and rescinding of any and all power of attorney or appointment BANK OF NY MELLON
FKA THEBANK OF NEW YORK 225 Liberty Street
New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC.,
ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2206-OA11 may have or may have had in connection with account # 0578156729 and any
property and/or real estate connected with account # 0578156729.**

**2. Mario E. Castro's right to have any certificated or uncertificated security re-registered in Mario E.
Castro's , and only Mario E. Castro's name.**


**3. Mario E. Castro's right of collection via BANK OF NY MELLON FKA THEBANK OF NEW
YORK 225 Liberty Street
New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC.,
ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2206-OA11 liability insurance and/or bond.**

4. Mario E. Castro's entitlement in filing and executing any instruments, as power of attorney for and by BANK OF NY MELLON FKA THEBANK OF NEW YORK 225 Liberty Street New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC., ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE SERIES 2206-OA11, including but not limited by a new certificated security or any security agreement perfected by filing a UCC Financing Statement with the Secretary of State in the State where the BANK OF NY MELLON FKA THEBANK OF NEW YORK 225 Liberty Street New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC., ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE SERIES 2206-OA11 is located.

5. Mario E. Castro's right to damages because of BANK OF NY MELLON FKA THEBANK OF NEW YORK 225 Liberty Street New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC., ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE SERIES 2206-OA11 wrongful registration, breach of intermediary responsibility with regard to John Henry Doe's asset by BANK OF NY MELLON FKA THEBANK OF NEW YORK 225 Liberty Street New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC., ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE SERIES 2206-OA11 issuing to Mario E Castro a certified check for the original value of Mario E. Castro's monetary instrument.

6. Mario E. Castro's right to have account # 0578156729 completely set off because of BANK OF NY MELLON FKA THEBANK OF NEW YORK 225 Liberty Street New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC., ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE SERIES 2206-OA11 wrongful registration, breach of intermediary responsibility with regard to Mario E. Castro's monetary instrument/asset by BANK OF NY MELLON FKA THEBANK OF NEW YORK 225 Liberty Street New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC., ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE SERIES 2206-OA11 sending confirmation of set off of wrongful liability of Mario E. Castro and issuing a certified check for the difference between the original value of Mario E. Castro's monetary instrument/asset and what Mario E. Castro's mistakenly sent to BANK OF NY MELLON FKA THEBANK OF NEW YORK 225 Liberty Street New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC., ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE SERIES 2206-OA11 as payment for such wrongful liability.

BANK OF NY MELLON FKA THEBANK OF NEW YORK 225 Liberty Street New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC., ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE SERIES 2206-OA11 or any transfers, agents or assigns offering a rebuttal of this RESPA REQUEST must do so in the manner of this "RESPA REQUEST" in accordance of and in compliance with current statutes and/or laws by signing in the capacity of a fully liable man or woman being responsible and liable under the penalty of perjury while offering direct testimony with the official capacity as an appointed agent for BANK OF NY MELLON FKA THEBANK OF NEW YORK 225



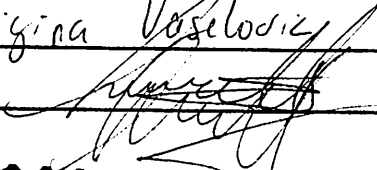
Mario E. Castro

as man,

Mario E. Castro, Authorized Representative

Jurat/ Acknowledgement

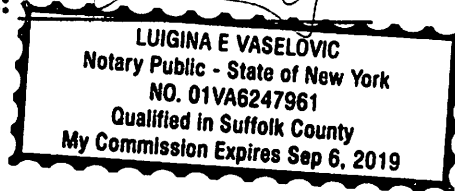
Notary Name: Luigina Vaselovic

Notary Signature: 

Dated: 02/08/17

Commission Expires: _____

NOTARY SEAL



CC:

Federal Trade Commission

600 Pennsylvania Avenue NW,

Washington, DC. 20580

Office of RESPA and Interstate Land Sales

Office of Housing, Room 9146□

Department of Housing and Urban Development

451 Seventh Street, SW

Office of Housing Enterprise Oversight (OFHEO)

1700 G Street, NW., Fourth Floor

Washington, DC 20552

NOTICE OF DEFAULT

STATE OF NEW YORK }

}ss

COUNTY OF SUFFOLK }

PRESENTMENT Be it known, that the person signing below, a duly empowered Notary Public, at the request of Mario E. Castro In care of 419 W Hills Rd, Melville New York, did duly present on February 8 , 2017 the original request to the parties below:

through the U.S. Post office via certified mail #EL 575973295 US and was received and signed for by SHELLPOINT MORTGAGE SERVICING as received on Feb 9, 2017. The BANK OF NEW YORK MELON FKA BANK OF NEW YORK received the same document below on Feb. 9, 2017 though the U.S. Post office certified mail #EL 575973304

1. RESPA Qualified Written Request/ Complaint Dispute of Debt/ Debt Validation Notice/ TILA Request, executed by Mario E. Castro 20 Pages dated FEB. 8, 2017 and referencing alleged account #0578156729

Requesting the rebuttal or acceptance of the terms and pending affidavit of satisfaction.

PROTEST Whereupon, the Notary Public signing below, for the reason dishonor by non-response/nonperformance, does publicly and solemnly certify the dishonor as against all parties it may concern for liability equivalent to all costs, damages and interest incurred, or hereafter incurred, by reason of nonperformance thereof and stipulations therein.

NOTICE The undersigned Notary Public, certifies that on February 8 , 2017 Notice(s) were sent to the parties noted below depositing in depository of the United States Postal Service within the State indicated herein a sealed envelope containing said Notice(s) directed to the respective person(s) or entity(ies) at the last known corresponding address noted below:

Address of banks : Shellpoint Mortgage Servicing, acting as "servicer", P.O. Box 740039 CINCINATI, OH 45274-0039 on behalf of: BANK OF NEW YORK MELON, FKA THE BANK OF NEW YORK 225 Liberty Street New York, N.Y. 10286, FOR THE CERIFICATE HOLDERS OFCW WALT, INC., ALTERNATIVE LOAN TRUST 2006-AO11 MORTGAGE PASS THROUGH CERTIFICATES SERIES 2206-OA11

ATTENTION: CEO's

All rights reserved without prejudice

Sincerely, In Good Faith, Date:

4/13/2017

as man,

[Handwritten Signature]

All rights reserved without prejudice

Mario E. Castro, Authorized Representative Jurat/ Acknowledgement Notary Name:

Carol Sanita

Notary

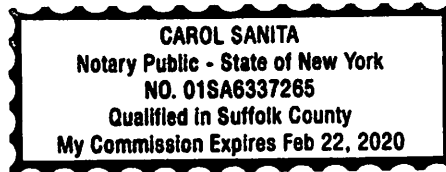
Signature:

Carol Sanita

Dated: 04/13/17

Commission Expires:

02/22/2020



Affidavit of Fact – Request For Original Wet Ink Signature Promissory Note

FROM: a man, Mario Castro, Authorized Representative
Natural Person, In Full Life, In Propria Persona, Sui Juris
All Rights Reserved: U.C.C. 1-207/1-308; U.C.C.1-103
[c/o 419 West Hills Rd.
Melville, via New York Republic, Zip Exempt [11747]
via United States Republic, Continental, North America
Non-Domestic, Non Resident, via united States Mail
without the United States corp. ®

My First 3 Letters to the Bank.

To: SHELL POINT MORTGAGE SERVICING PO BOX 740039 CINTINATI, OHIO, acting as “servicer” on the behalf of:
BANK OF NY MELLON Fka, BANK OF NEW YORK, FOR THE CERTIFICATE HOLDERS OF CW WAL, INC.
ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATES SERIES 2206-OA11 101
Barclay St. 8w New York N.Y. 10286 on alleged Loan: **0578156729**,
~ BANK OF AMERICA... Correspondence unit FL-1-908-01-49 PO Box 31785 C.E.O./C.F.O.
Tampa , F.L 33631-3785 alleged loan number **126376008**

Re: i require for inspection of

MY WET INK ORIGINAL Promissory Note

Name: Mario Castro
Property Location: _ c/o 419 West Hills Rd. Melville, New York Republic [11747]
Loan Number: **0578156729**

Dear, SHELL POINT MORTGAGE SERVICING, known as the “Servicer”; on behalf of in the above addressed To: BANK OF
NY MELLON Fka, BANK OF NEW YORK , FOR THE CERTIFICATE HOLDERS OF CW WAL, INC. ALTERNATIVE LOAN
TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATES SERIES 2206-OA11 with the address: 101 Barclay St. 8w
New York, N.Y.
10286 on alleged Loan: **0578156729**,
And
BANK OF AMERICA... Correspondence unit FL-1-908-01-49 PO Box 31785 C.E.O./C.F.O.
Tampa, FL 33631-3785 alleged loan number **126376008**

i, as man, Mario Castro, am the owner of certain real property located at the above location which is security for a loan made by
Bank of America to i. i am doing a verification of claim on my loan as i am entitled to by law.

i am prepared to resume payment of this Promissory Note. Before continuing with my payments with you, i need to be certain that
you are still the RIGHTFUL Holder of Due Course of my Promissory Note and no other party may come back to i at a later time to
lay claim against my property.

i respectfully request to visually inspect **MY ORIGINAL WET INK SIGNATURE PROMISSORY NOTE** with i and consul
physically present before you and others to make sure it is my original wet ink note. (NOT A COPY)

To whom this presentment shall come, your failure to respond to this letter will be taken as an administrative default as per the
Administrative Procedures Act of 1946.

Your Failure to produce the **ORIGINAL WET INK SIGNATURE PROMISSORY NOTE** will be taken as an administrative
default.

Please be advised. A COPY of the said Note nor an Affidavit of Loss or any other forms will not be acceptable.

Please contact me in writing ONLY, to arrange for an appropriate point of inspection in [South Huntington Public Library stationed
at: 145 Pigeon Hill rd., Huntington Station , NY 11746], i will have accompanied along with i consul for inspection of my original
wet ink signature promissory note.

Affidavit of Fact – Request For Original Wet Ink Signature Promissory Note

According to UCC § 2-207, Rules and Regulations: (Your Performance, Is Your Acceptance)

For The Public Record In Good Faith

“Without Prejudice” UCC 1-308 Date: 5/18/17 A.D.

a man, [Signature] (Seal)

[Mario E. Castro], Property Owner
All Natural Rights “Explicitly” Reserved
U.C.C.1-207/1-308/2-207/1-103.6/2-103(1)(b)

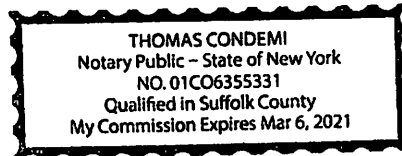
Jurat/ Acknowledgement

Notary Name: Thomas CondeMI

Notary Signature: [Signature] Dated: 5/18/17

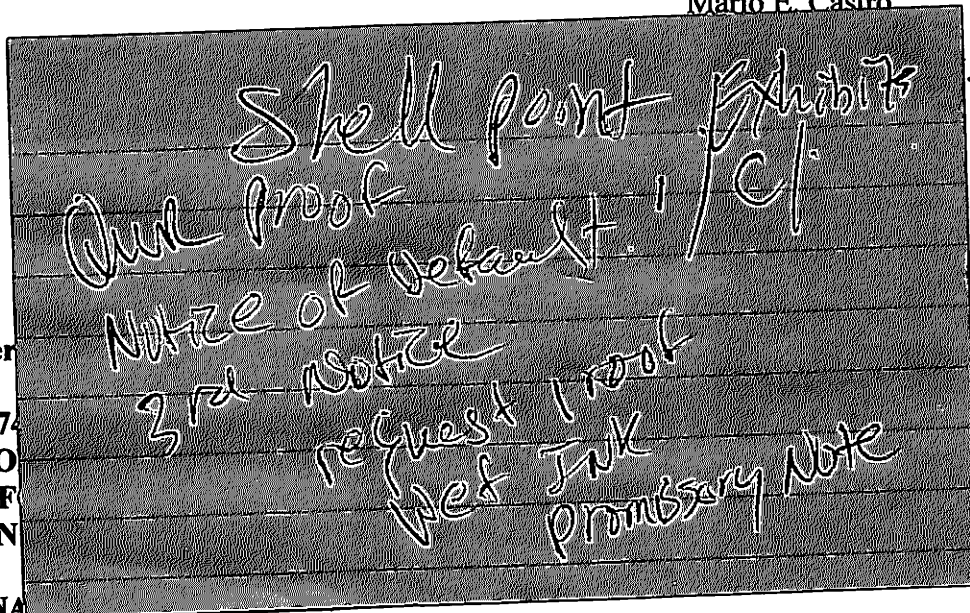
Commission Expires: 03/06/21

NOTARY SEAL



Mario E. Castro

Shellpoint Mortgage Ser
P.O. BOX 740039
CINCINNATI, O.H. 45274
BANK OF NY MELLO
New York, NY 10286 , F
ALTERNATIVE LOAN
SERIES 2206-OA11
ATTN: ACCOUNT MANA



11747

Certified Mail #: [XXXX XXXX XXXX XXXX XXXX]

Feb. 8, 2017

**RESPA QUALIFIED WRITTEN REQUEST, COMPLAINT, DISPUTE OF DEBT &
VALIDATION OF DEBT LETTER, TILA REQUEST**

This letter is a "qualified written request" in compliance with and under the Real Estate Settlement Procedures Act, 12 U.S.C. Section 2605(e) and Regulation X at 24 C.F.R. 3500, and The Gramm Leach Bliley Act.

REF: Alleged Account # 0578156729 To Whom This Presentment Shall Come, Madam or Sir:

I am writing to you to complain about the accounting and servicing of this mortgage and my need for understanding and clarification of various sale, transfer, funding source, legal and beneficial ownership, charges, credits, debits, transactions, reversals, actions, payments, analyses and records related to the servicing of this account from its origination to the present date.

To date, the documents and information I have, that you have sent, and the conversations with your service representatives, have been unproductive and have not answered many questions. It is my understanding that your company may have been accused of engaging in one or more predatory servicing or lending and servicing schemes. As a consumer, I am extremely concerned about such practices by anyone, let alone this mortgage company or anyone who has any interest this matter. I am concerned that such abuses are targeting the uneducated and uninformed consumer and disadvantaged, poor, elderly and minority Americans.

Needless to say, I am most concerned. I am worried that potential fraudulent and deceptive practices by unscrupulous mortgage brokers; sales and transfers of mortgage servicing rights; deceptive and fraudulent servicing practices to enhance balance sheets; deceptive, abusive and fraudulent accounting tricks and practices may have also negatively affected any credit rating, mortgage account and/or the

debt or payments that I am currently, or may be legally obligated to. I hereby demand absolute 1st hand evidence from you of the original uncertificated or certificated security regarding account number 0578156729 In the event you do not supply me with the very security it will be a positive confirmation on your part that you never really created and owned one. I also hereby demand that a chain of transfer from you to wherever the security is now be promptly sent to me as well. Absent the actual evidence of the security I have no choice but to dispute the validity of your lawful ownership, funding, entitlement right, and the current debt you allege I owe. By debt I am referring to the principal balance you claim I owe; the calculated monthly payment, calculated escrow payment and any fees claimed to be owed by you or any trust or entity you may service or subservice for.

To independently validate this debt, I need to conduct a complete exam, audit, review and accounting of this mortgage account from its inception through the present date. Upon receipt of this letter, please refrain from reporting any negative credit information [if any] to any credit reporting agency until you respond to each of the requests.

I also request that you kindly conduct your own investigation and audit of this account since its inception to validate the debt you currently claim I owe. I would like you to validate this debt so that it is accurate to the penny!

Please do not rely on previous servicers or originators records, assurances or indemnity agreements and refuse to conduct a full audit and investigation of this account. ☐ I understand that potential abuses by you or previous servicers could have deceptively, wrongfully, unlawfully, and/or illegally:

Increased the amounts of monthly payments. ☐ Increased the principal balance I owe; ☐ Increased escrow payments; ☐ Increased the amounts applied and attributed toward interest on this account; ☐ Decreased the proper amounts applied and attributed toward principal on this account; and/or Assessed, charged and/or collected fees, expenses and misc. charges I am not legally obligated to pay under this mortgage, note and/or deed of trust.

I request you insure that I have not been the victim of such predatory servicing or lending practices. ☐ To insure this, I have authorized a thorough review, examination, accounting and audit of mortgage account # 0578156729 by mortgage auditing and predatory servicing or lending experts. This exam and audit will review this mortgage account file from the date of initial contact, application and the origination of this account to the present date written above.

Again this is a Qualified Written Request under the Real Estate Settlement Procedures Act, codified as Title 12 § 2605 (e)(1)(B) (e) and Reg. X § 3500.21(f)2 of the United States Code as well as a request under Truth In Lending Act [TILA] 15 U.S.C. § 1601, et seq. RESPA provides substantial penalties and fines for non-compliance or failure to answer my questions provided in this letter within sixty [60] days of its receipt!

In order to conduct the examination and audit of this loan, I need to have full and immediate disclosure including copies of all pertinent information regarding this loan. The documents requested and answers to my questions are needed by my self and others to insure that this loan:

Was originated in lawful compliance with all federal and state laws, regulations including, but not limited to Title 62 of the Revised Statutes, RESPA, TILA, Fair Debt Collection Act, HOEPA and other laws;

That any sale or transfer of this account or monetary instrument, was conducted in accordance with proper laws and was a lawful sale with complete disclosure to all parties with an interest;

That the claimed holder in due course of the monetary instrument/deed of trust/asset is holding such note in compliance with statutes, State and Federal laws and is entitled to the benefits of payments;

That all good faith and reasonable disclosures of transfers, sales, Power of Attorney, monetary instrument ownership, entitlements, full disclosure of actual funding source, terms, costs, commissions, rebates, kickbacks, fees etc. were and still are properly disclosed to me;

That each servicers and/or sub-servicers of this mortgage has serviced this mortgage in accordance with statute, laws and the terms of mortgage, monetary instrument/deed of trust;

That each servicers and sub-servicers of this mortgage has serviced this mortgage in compliance with local, state and federal statutes, laws and regulations;

That this mortgage account has properly been credited, debited, adjusted, amortized and charged correctly;

That interest and principal have been properly calculated and applied to this loan;

That any principal balance has been properly calculated, amortized and accounted for; □ that no charges, fees or expenses, not obligated by me in any agreement, have been charged, assessed or collected from this account;

In order to validate this debt and audit this account, I need copies of pertinent documents to be provided to me. I also need answers, certified, in writing, to various servicing questions. For each record kept on computer or in any other electronic file or format, please provide a paper copy of all information in each field or record in each computer system, program or database used by you that contains any information on this account number or my name.

As such, please send to me, at the address above, copies of the documents requested below as soon as possible. Please also provide copies of:

1) Any certificated or uncertificated security, front and back, used for the funding of account # 0578156729

**2) Any and all "Pool Agreement(s)" including account #0578156729 between Shellpoint Mortgage Servicing, acting as "servicer",
P.O. BOX740039**

CINCINATI, O.H. 45274-0039 On behalf of:

**BANK OF NY MELLON FKA THEBANK OF NEW YORK 225 Liberty Street
New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC.,
ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2206-OA11**

and any government sponsored entity, hereinafter (GSE).

3) Any and all "Deposit Agreement(s)" regarding account # 0578156729 or the "Pool Agreement" including account # 0578156729 between BANK OF NY MELLON FKA THEBANK OF NEW YORK 225 Liberty Street

New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC.,
ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2206-OA11and any GSE.

4) Any and all "Servicing Agreement(s)" between BANK OF NY MELLON FKA THEBANK OF NEW YORK 225 Liberty Street

New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC.,
ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2206-OA11and any GSE.

5) Any and all "Custodial Agreement(s)" between BANK OF NY MELLON FKA THEBANK OF NEW YORK 225 Liberty Street

New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC.,
ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2206-OA11and any GSE.

6) Any and all "Master Purchasing Agreement" between BANK OF NY MELLON FKA THEBANK OF NEW YORK 225 Liberty Street

New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC.,
ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2206-OA11and any GSE

7) Any and all "Issuer Agreement(s)" between BANK OF NY MELLON FKA THEBANK OF NEW YORK 225 Liberty Street

New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC.,
ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2206-OA11and any GSE.

RESPA REQUEST Page 3 of 17

8) Any and all "Commitment to Guarantee" agreement(s) between BANK OF NY MELLON FKA THEBANK OF NEW YORK 225 Liberty Street

New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC.,
ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2206-OA11and any GSE.9) Any and all "Release of Document agreements" between BANK OF NY MELLON FKA THEBANK OF NEW YORK 225 Liberty Street

New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC.,
ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2206-OA11 and any GSE.

10) Any and all "Master Agreement for servicer's Principle and Interest Custodial Account" between BANK OF NY MELLON FKA THEBANK OF NEW YORK 225 Liberty Street

New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC.,

ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE SERIES 2206-OA11and any GSE.

**11) Any and all "Servicers Escrow Custodial Account" between BANK OF NY MELLON FKA THEBANK OF NEW YORK 225 Liberty Street
New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC.,
ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2206-OA11and any GSE.**

**12) Any and all "Release of Interest" agreements between BANK OF NY MELLON FKA THEBANK OF NEW YORK 225 Liberty Street
New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC.,
ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2206-OA11and any GSE.**

**13) Any Trustee agreement(s) between BANK OF NY MELLON FKA THEBANK OF NEW YORK 225 Liberty Street
New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC.,
ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2206-OA11and BANK OF NY MELLON FKA THEBANK OF NEW YORK 225 Liberty Street
New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC.,
ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2206-OA11trustee regarding account # 123456789 or pool accounts with any GSE.**

14) Please send to the requester a copy of any documentation evidencing any trust relationship regarding the Mortgage/Deed of Trust and any Note in this matter.

15) Please send to the requester a copy of any and all document(s) establishing any Trustee of record for the Mortgage/Deed of Trust and any Note.

16) Please send to the requester a copy of any and all document(s) establishing the date of any appointment of Trustee Mortgage/Deed of Trust and any Note. Please also include any and all assignments or transfers or nominees of any substitute trustee(s).

17) Please send to the requester a copy of any and all document(s) establishing any Grantor for this Mortgage/Deed of Trust and any Note.

18) Please send to the requester a copy of any and all document(s) establishing any Grantee for this Mortgage/Deed of Trust and any Note.

19) Please send to the requester a copy of any and all document(s) establishing any Beneficiary for this Mortgage/Deed of Trust and any Note.

20) Please send to the requester any documentation evidencing the Mortgage or Deed of trust is not a constructive trust or any other form of trust.

21) All data, information, notations, text, figures and information contained in your mortgage

servicing and accounting computer systems including, but not limited to Alltel or Fidelity CPI system, or any other similar mortgage servicing software used by you, any servicers, or sub-servicers of this mortgage account from the inception of this account to the date written above.

22) All descriptions and legends of all Codes used in your mortgage servicing and accounting system so that the examiners, auditors and experts retained to audit and review this mortgage account may properly conduct their work.

23) All assignments, transfers, allonge, or other document evidencing a transfer, sale or assignment of this mortgage, deed of trust, monetary instrument or other document that secures payment by me to this obligation in this account from the inception of this account to the present date including any such assignments on MERS.

24) All records, electronic or otherwise, of assignments of this mortgage, monetary instrument or servicing rights to this mortgage including any such assignments on MERS.

25) All deeds in lieu, modifications to this mortgage, monetary instrument or deed of trust from the inception of this account to the present date.

26) The front and back of each and every canceled check, money order, draft, debit or credit notice issued to any servicers of this account for payment of any monthly payment, other payment, escrow charge, fee or expense on this account.

27) All escrow analyses conducted on this account from the inception of this account until the date of this letter;

28) The front and back of each and every canceled check, draft or debit notice issued for payment of closing costs, fees and expenses listed on any and all disclosure statement(s) including, but not limited to, appraisal fees, inspection fees, title searches, title insurance fees, credit life insurance premiums, hazard insurance premiums, commissions, attorney fees, points, etc.

29) Front and back copies of all payment receipts, checks, money orders, drafts, automatic debits and written evidence of payments made by others or me on this account.

30) All letters, statements and documents sent to me by your company;

31) All letters, statements and documents sent to me by agents, attorneys or representatives of your company;

32) All letters, statements and documents sent to me by previous servicers, sub-servicers or others in your account file or in your control or possession or in the control or possession of any affiliate, parent company, agent, sub-servicers, servicers, attorney or other representative of your company.

33) All letters, statements and documents contained in this account file or imaged by you, any servicers or sub-servicers of this mortgage from the inception of this account to present date.

34) All electronic transfers, assignments, sales of the note/asset, mortgage, deed of trust or other security instrument.

35) All copies of property inspection reports, appraisals, BPOs and reports done on the property.

36) All invoices for each charge such as inspection fees, BPOs, appraisal fees, attorney fees, insurance, taxes, assessments or any expense, which has been charged to this mortgage account from the inception of this account to the present date.

37) All checks used to pay invoices for each charged such as inspection fees, BPOs, appraisal fees, attorney fees, insurance, taxes, assessments or any expense which has been charged to this mortgage account from the inception of this account to the present date.

38) All agreements, contracts and understandings with vendors that have been paid for any charge on this account from the inception of this account to the present date.

39) All account servicing records, payment payoffs, payoff calculations, ARM audits, interest rate adjustments, payment records, transaction histories, account histories, accounting records, ledgers, and documents that relate to the accounting of this account from the inception of this account until present date?

40) All account servicing transaction records, ledgers, registers and similar items detailing how this account has been serviced from the from the inception of this account until present date?

Further, in order to conduct the audit and review of this account, and to determine all proper amounts due, I need the following answers to questions concerning the servicing and accounting of this mortgage account from its inception to the present date. Accordingly, can you please provide me, in writing, the answers to the questions listed below.

ACCOUNT ACCOUNTING & SERVICING SYSTEMS

1) Please identify for me each account accounting and servicing system used by you and sub-servicers or previous servicers from the inception of this account to the present date so that this experts can decipher the data provided.

2) For each account accounting and servicing system identified by you and any sub-servicers or previous services from the inception of this account to the present date, please provide the name and address of the company or party that designed and sold the system.

3) ☐ For each account accounting and servicing system used by you and any sub-servicers or previous servicers from the inception of this account to the present date, please provide the complete transaction code list for each system so that I, and others can adequately audit this account.

DEBITS & CREDITS

1) In a spreadsheet form or in letter form in a columnar format, please detail for me each and every credit on this account and the date such credit was posted to this account as well as the date any credit was received.

2) In a spreadsheet form or in letterform in a columnar format, please detail for me each and every debit on this account and the date debit was posted to this account as well as the date any debit was received.

3) For each debit or credit listed, please provide me with the definition for each corresponding transaction code you utilize?

4) For each transaction code, please provide us with the master transaction code list used by you or previous servicers.

Please identify for me each account accounting and servicing system used by you and any sub-servicers or previous servicers from the inception of this account to the present date so that this experts can decipher the data provided.

MORTGAGE & ASSIGNMENTS

1) Has each sale, transfer or assignment of this mortgage, monetary instrument, deed of trust or any other instrument I executed to secure this debt been recorded in the county property records in the county and state in which my property is located from the inception of this account to the present date? Yes or No?

2) If not, why?

3) Is your company the servicers of this mortgage account or the holder in due course and beneficial owner of this mortgage, monetary instrument and/or deed of trust?

4) Have any sales, transfers or assignments of this mortgage, monetary instrument, deed of trust or any other instrument I executed to secure this debt been recorded in any electronic fashion such as MERS or other internal or external recording system from the inception of this account to the present date? Yes or No?

5) If yes, please detail for me the names of each seller, purchaser, assignor, assignee or any holder in due course to any right or obligation of any note, mortgage, deed or security instrument I executed securing the obligation on this account that was not recorded in the county records where my property is located whether they be mortgage servicing rights or the beneficial interest in the principal and interest payments.

ATTORNEY FEES

1) For purposes of my questions below dealing with attorney fees, please consider the terms attorney fees and legal fees to be one in the same.

2) Have attorney fees ever been assessed to this account from the inception of this account to the present date?

3) If yes, please detail each separate assessment, charge and collection of attorney fees to this account from the inception of this account to the present date and the date of such assessment to this account?

- 4) Have attorney fees ever been charged to this account from the inception of this account to the present date?
- 5) If yes, please detail each separate charge of attorney fees to this account from the inception of this account to the present date and the date of such charge to this account?
- 6) Have attorney fees ever been collected from this account from the inception of this account to the present date?
- 7) If yes, please detail each separate collection of attorney fees from this account from the inception of this account to the present date and the date of such collection from this account?
- 8) Please provide for me the name and address of each attorney or law firm that has been paid any fees or expenses related to this account from the inception of this account to the present date?
- 9) Please identify for me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed authorized the assessment, charge or collection of attorney fees?
- 10) Please detail and list for me in writing each separate attorney fee assessed to this account and for which corresponding payment period or month such fee was assessed from the inception of this account to present date.
- 11) Please detail and list for me in writing each separate attorney fee collected from this account and for which corresponding payment period or month such fee was collected from the inception of this account to present date.
- 12) Please detail and list for me in writing any adjustments in attorney fees assessed and on what date such adjustment was made and the reasons for such adjustment.
- 13) Please detail and list for me in writing any adjustments in attorney fees collected and on what date such adjustment were made and the reasons for such adjustment.
- 14) Has interest been charged on any attorney fee assessed or charged to this account? Yes or No?
- 15) Is interest allowed to be assessed or charged on attorney fees charged or assessed to this account? Yes or No?
- 16) How much in total attorney fees have been assessed to this account from the inception of this account until present date? \$ _____
- 17) How much in total attorney fees have been collected on this account from the inception of this account until present date? \$ _____
- 18) How much in total attorney fees have been charged to this account from the inception of this account until present date? \$ _____
- 19) Please send to me copies of all invoices and detailed billing statements from any law firm or

attorney that has billed such fees that been assessed or collected from this account.

SUSPENSE/UNAPPLIED ACCOUNTS

For purposes of this section, please treat the term suspense account and unapplied account as one in the same.

- 1) Has there been any suspense or unapplied account transactions on this account from the inception of this account until present date?**
- 2) If yes, please explain the reason for each and every suspense transaction that occurred on this account? If no, please skip the questions in this section dealing with suspense and unapplied accounts.**
- 3) In a spreadsheet or in letter form in a columnar format, please detail for me each and every suspense or unapplied transaction, both debits and credits that has occurred on this account from the inception of this account until present date?**

LATE FEES

For purposes of my questions below dealing with late fees, please consider the terms late fees and late charges to be one in the same.

- 1) Have you reported the collection of late fees on this account as interest in any statement to me or to the IRS? Yes or No?**
- 2) Has any previous servicers or sub-servicers of this mortgage reported the collection of late fees on this account as interest in any statement to me or to the IRS? Yes or No?**
- 3) Do you consider the payment of late fees as liquidated damages to you for not receiving payment on time? Yes or No?**
- 4) Are late fees considered interest? Yes or No?**
- 5) Please detail for me in writing what expenses and damages you incurred for any payment I made that was late.**
- 6) Were any of these expenses or damages charged or assessed to this account in any other way? Yes or No?**
- 7) If yes, please describe what expenses or charges were charged or assessed to this account?**
- 8) Please describe for me in writing what expenses you or others undertook due to any payment I made, which was late?**
- 9) Please describe for me in writing what damages you or others undertook due to any payment I made, which was late?**
- 10) Please identify for me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed authorized the assessment or collection of late fees?**

11) Please detail and list for me in writing each separate late fee assessed to this account and for which corresponding payment period or month such late fee was assessed from the inception of this account to present date.

12) Please detail and list for me in writing each separate late fee collected from this account and for which corresponding payment period or month such late fee was collected from the inception of this account to present date.

13) Please detail and list for me in writing any adjustments in late fees assessed and on what date such adjustment was made and the reasons for such adjustment.

14) Has interest been charged on any late fee assessed or charged to this account? Yes or No?

15) Is interest allowed to be assessed or charged on late fees charged or assessed to this account? Yes or No?

16) Have any late charges been assessed to this account? Yes or No?

17) If yes, how much in total late charges have been assessed to this account from the inception of this account until present date? \$ _____

18) Please provide me with the exact months or payment dates you or other previous servicers of this account claim I have been late with a payment from the inception of this account to the present date.

19) Have late charges been collected on this account from the inception of this account until present date? Yes or No?

20) If yes, how much in total late charges have been collected on this account from the inception of this account until present date? \$ _____

PROPERTY INSPECTIONS

1) For purposes of this section property inspection and inspection fee refer to any inspection of property by any source and any related fee or expense charged, assessed or collected for such inspection.

2) Have any property inspections been conducted on my property from the inception of this account until the present date?

3) If your answer is no, you can skip the rest of these questions in this section concerning property inspections?

4) If yes, please tell me the date of each property inspection conducted on my property that is the secured interest for this mortgage, deed or note?

5) Please tell me the price charged for each property inspection? 6) Please tell me the date of each property inspection?

7) Please tell me the name and address of each company and person who conducted each property

inspection on my property?

8) Please tell me why property inspections were conducted on my property?

9) Please tell me how property inspections are beneficial to me.

10) Please tell me how property inspections are protective of my property.

11) Please explain to me your policy on property inspections.

12) Do you consider the payment of inspection fees as a cost of collection? Yes or No?

13) If yes, why?

14) Do you use property inspections to collect debts? Yes or No?

15) Have you used any portion of the property inspection process on my property to collect a debt or inform me of a debt, payment or obligation I owe?

16) If yes, please answer when and why?

17) Please identify for me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed that authorized the assessment or collection of property inspection fees?

18) Have you labeled in any record or document sent to me a property inspection as a misc. advance? Yes or No?

19) If yes, why?

20) Have you labeled in any record or document sent to me a property inspection as a legal fee or attorney fee? Yes or No?

21) If yes, why?

22) Please detail and list for me in writing each separate inspection fee assessed to this account and for which corresponding payment period or month such fee was assessed from the inception of this account to present date.

23) Please detail and list for me in writing each separate inspection fee collected from this account and for which corresponding payment period or month such fee was collected from the inception of this account to present date.

24) Please detail and list for me in writing any adjustments in inspection fees assessed and on what date such adjustment was made and the reasons for such adjustment.

25) Please detail and list for me in writing any adjustments in inspection fees collected and on what

date such adjustment was made and the reasons for such adjustment.

26) Has interest been charged on any inspection fees assessed or charged to this account? Yes or No?

27) If yes, when and how much was charged?

28) Is interest allowed to be assessed or charged on inspection fees charged or assessed to this account? Yes or No?

29) How much in total inspection fees have been assessed to this account from the inception of this account until present date? \$ _____

30) How much in total inspection fees have been collected on this account from the inception of this account until present date? \$ _____

31) Please forward to me copies of all property inspections made on my property in this mortgage account file.

32) Has any fee charged or assessed for property inspections been placed into escrow account? Yes or no?

BPO FEES

1) Have any BPOs [Broker Price Opinions] been conducted on my property?

2) If yes, please tell me the date of each BPO conducted on my property that is the secured interest for this mortgage, deed or note?

3) Please tell me the price of each BPO?

4) Please tell me who conducted each BPO?

5) Please tell me why BPOs were conducted on my property

6) Please tell me how BPOs are beneficial to me.

7) Please tell me how BPOs are protective of my property.

8) Please explain to me your policy on BPOs.

9) Have any BPO fees been assessed to this account? Yes or No?

10) If yes, how much in total BPO fees have been assessed to this account? \$ _____

11) Have any BPO fees been charged to this account? Yes or No?

12) If yes, how much in total BPO fees have been charged to this account? \$ _____

13) Please tell me specifically what clause, paragraph and sentence in the note, mortgage or deed of

trust or any agreement I have executed allows you to assess, charge or collect a BPO fee from me.

14) Please send to me copies of all BPO reports that have been done on my property.

15) Has any fee charged or assessed for A BPO been placed into escrow? Yes or no?

FORCED-PLACED INSURANCE

1) Have you placed or ordered any forced-placed insurance policies on my property?

2) If yes, please tell me the date of each policy ordered or placed on my property that is the secured interest for this mortgage, deed or note?

3) Please tell me the price of each policy?

4) Please tell me the agent for each policy?

5) Please tell me why each policy was placed on my property.

6) Please tell me how the policies are beneficial to me.

7) Please tell me how policies are protective of my property.

8) Please explain to me your policy on forced-placed insurance.

9) Have any forced-placed insurance fees been assessed to this mortgage or escrow account?

Yes or No?

10) If yes, how much in total forced-placed policy fees have been assessed to this account? \$_____

11) Have any forced-placed insurance fees been charged to this mortgage or escrow account? Yes or No?

12) If yes, how much in total forced-placed insurance fees have been charged to this mortgage or escrow account? \$_____

13) Please tell me specifically what clause, paragraph and sentence in the note, mortgage or deed of trust or any agreement I have executed allows you to assess, charge or collect forced-placed insurance fees from me.

14) Do you have any relationship with the agent or agency that placed any policies on my property? If yes, please describe.

15) Do you have any relationship with the carrier that issued any policies on my property? If yes, please describe.

16) Has the agency or carrier you used to place a forced-placed insurance policy on my property provided you any service, computer system, discount on policies, commissions, rebates or any form of consideration? If yes, please describe.

17) Do you maintain a blanket insurance policy to protect your properties when customer policies have expired?

18) Please send to me copies of all forced-placed insurance policies that have been ordered on my property.

SERVICING RELATED QUESTIONS

For each of the following questions listed below, please provide me with a detailed explanation in writing that answers each question. In addition, I need the following answers to questions concerning the servicing of this mortgage account from its inception to the present date. Accordingly, can you please provide me, in writing, the answers to the questions listed below:

1) Did the originator or previous servicers of this account have any financing agreements or contracts with your company or an affiliate of your company?

2) Did the originator of this account or previous servicers of this account have a warehouse account agreement or contract with your company?

3) Did the originator of this account or previous servicers of this account receive any compensation, fee, commission, payment, rebate or other financial consideration from your company or any affiliate of your company for handling, processing, originating or administering this loan? If yes, please describe and itemize each and every form of compensation, fee, commission, payment, rebate or other financial consideration paid to the originator of this account by your company or any affiliate.

4) Please identify for me where the originals of this entire account file are currently located and how they are being stored, kept and protected?

5) Where is the original monetary instrument or mortgage I signed located? Please describe its physical location and anyone holding this note as a custodian or trustee if applicable.

6) Where is the original deed of trust or mortgage and note I signed located? Please describe its physical location and anyone holding this note as a custodian or trustee if applicable.

7) Since the inception of this loan, has there been any assignment of my monetary instrument/asset to any other party? If the answer is yes, identify *the names and addresses of each and every individual, party, bank, trust or entity that has received such assignment?*

8) Since the inception of this loan, has there been any assignment of the deed of trust or mortgage and note to any other party? If the answer is yes, would you kindly identify the names and addresses of each and every individual, party, bank, trust or entity that has received such assignment?

9) Since the inception of this loan, has there been any sale or assignment of servicing rights to this mortgage account to any other party? If the answer is yes, would you kindly identify the names and

addresses of each and every individual, party, bank, trust or entity that has received such assignment or sale.

10) Since the inception of this loan, has any sub-servicers serviced any portion of this mortgage loan? If the answer is yes, would you kindly identify the names and addresses of each and every individual, party, bank, trust or entity that has sub-serviced this mortgage loan.

11) Has this mortgage account been made a part of any mortgage pool since the inception of this loan? If yes, please identify for me each and every account mortgage pool that this mortgage has been a part of from the inception of this account to the present date.

12) Has each and every assignment of my asset/monetary instrument been recorded in the county land records where the property associated with this mortgage account is located?

13) Has there been any electronic assignment of this mortgage with MERS [Mortgage Electronic Registration System] or any other computer mortgage registry service or computer program? If yes, please identify the name and address of each and every individual, entity, party, bank, trust or organization or servicers that has been assigned the mortgage servicing rights to this account as well as the beneficial interest to the payments of principal and interest on this loan.

14) Have there been any investors [as defined in your industry] who have participated in any mortgage-backed security, collateral mortgage obligation or other mortgage security instrument that this mortgage account has ever been a part of from the inception of this mortgage to the present date? If yes, please identify the name and address of each and every individual, entity, organization and/or trust.

15) Please identify for me the parties and their addresses to all sales contracts, servicing agreements, assignments, allonges, transfers, indemnification agreements, recourse agreements and any agreement related to this account from its inception to the current date written above.

16) Please provide me with copies of all sales contracts, servicing agreements, assignments, allonges, transfers, indemnification agreements, recourse agreements and any agreement related to this account from its inception to the current date written above.

17) How much was paid for this individual mortgage account by you?

18) If part of a mortgage pool, what was the principal balance used by you to determine payment for this individual mortgage loan.

19) If part of a mortgage pool, what was the percentage paid by you of the principal balance above used to determine purchase of this individual mortgage loan.

20) Who did you issue a check or payment to for this mortgage loan?

21) Please provide me copies with the front and back of canceled check.

22) Did any investor approve the foreclosure of my property?

23) Has HUD assigned or transferred foreclosure rights to you as required by 12 USC 3754?

24) Please identify all persons who approved the foreclosure of my property!

Please provide me with the documents I have requested and a detailed answer to each of my questions within the required lawful time frame. Upon receipt of the documents and answers, an exam and audit will be conducted that may lead to a further document request and answers to questions under an additional QWR letter.

Copies of this Qualified Written Request, Validation of Debt, TILA and request for accounting and legal records, Dispute of Debt letter are being sent to FTC, HUD, Thrift Supervision, all relevant state and federal regulators; and other consumer advocates; and my congressman.

It is my hope that you answer this RESPA REQUEST in accordance with law and the questions, documents and validation of debt to the penny and correct any abuse(s) or scheme(s) uncovered and documented.

Default Provision(s) under this QUALIFIED WRITTEN RESPA REQUEST

**BANK OF NY MELLON FKA THEBANK OF NEW YORK 225 Liberty Street
New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC.,
ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2206-OA11 or any agents, transfers, or assigns omissions of or agreement by silence of this
RESPA REQUEST via certified rebuttal of any and all points herein this RESPA REQUEST”, agrees
and consents to including but not limited by any violations of law and/or immediate terminate/remove
any and all right, title and interests (liens) in Mario E. Castro or any property or collateral connected
to Mario E. Castro or account # 0578156729 and waives any and all immunities or defenses in claims
and or violations agreed to in this RESPA REQUEST including but not limited by any and all:**

**1. Mario E. Castro’s right, by breach of fiduciary responsibility and fraud and misrepresentation
revocation and rescinding of any and all power of attorney or appointment BANK OF NY MELLON
FKA THEBANK OF NEW YORK 225 Liberty Street
New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC.,
ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2206-OA11 may have or may have had in connection with account # 0578156729 and any
property and/or real estate connected with account # 0578156729.**

**2. Mario E. Castro’s right to have any certificated or uncertificated security re-registered in Mario E.
Castro’s , and only Mario E. Castro’s name.**

**3. Mario E. Castro’s right of collection via BANK OF NY MELLON FKA THEBANK OF NEW
YORK 225 Liberty Street
New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC.,
ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2206-OA11 liability insurance and/or bond.**

4. Mario E. Castro's entitlement in filing and executing any instruments, as power of attorney for and by BANK OF NY MELLON FKA THEBANK OF NEW YORK 225 Liberty Street New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC., ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE SERIES 2206-OA11, including but not limited by a new certificated security or any security agreement perfected by filing a UCC Financing Statement with the Secretary of State in the State where the BANK OF NY MELLON FKA THEBANK OF NEW YORK 225 Liberty Street New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC., ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE SERIES 2206-OA11 is located.

5. Mario E. Castro's right to damages because of BANK OF NY MELLON FKA THEBANK OF NEW YORK 225 Liberty Street New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC., ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE SERIES 2206-OA11 wrongful registration, breach of intermediary responsibility with regard to John Henry Doe's asset by BANK OF NY MELLON FKA THEBANK OF NEW YORK 225 Liberty Street New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC., ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE SERIES 2206-OA11 issuing to Mario E Castro a certified check for the original value of Mario E. Castro's monetary instrument.

6. Mario E. Castro's right to have account # 0578156729 completely set off because of BANK OF NY MELLON FKA THEBANK OF NEW YORK 225 Liberty Street New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC., ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE SERIES 2206-OA11 wrongful registration, breach of intermediary responsibility with regard to Mario E. Castro's monetary instrument/asset by BANK OF NY MELLON FKA THEBANK OF NEW YORK 225 Liberty Street New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC., ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE SERIES 2206-OA11 sending confirmation of set off of wrongful liability of Mario E. Castro and issuing a certified check for the difference between the original value of Mario E. Castro's monetary instrument/asset and what Mario E. Castro's mistakenly sent to BANK OF NY MELLON FKA THEBANK OF NEW YORK 225 Liberty Street New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC., ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE SERIES 2206-OA11 as payment for such wrongful liability.

BANK OF NY MELLON FKA THEBANK OF NEW YORK 225 Liberty Street New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC., ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE SERIES 2206-OA11 or any transfers, agents or assigns offering a rebuttal of this RESPA REQUEST must do so in the manner of this "RESPA REQUEST" in accordance of and in compliance with current statutes and/or laws by signing in the capacity of a fully liable man or woman being responsible and liable under the penalty of perjury while offering direct testimony with the official capacity as an appointed agent for BANK OF NY MELLON FKA THEBANK OF NEW YORK 225

Liberty Street

New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC.,
ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2206-OA11 in accordance with BANK OF NY MELLON FKA THEBANK OF NEW YORK
225 Liberty Street

New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC.,
ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2206-OA11 's Articles of Incorporation, Article of Incorporation, By Laws duly signed by a
current and duly sworn under oath director(s) of such corporation/Holding Corporation/National
Association. Any direct rebuttal with certified true and complete accompanying proof must be posted
with the Notary address herein within sixty days. When no verified rebuttal of this "RESPA
REQUEST" is made in a timely manner, a "Certificate of Non-Response" serves as BANK OF NY
MELLON FKA THEBANK OF NEW YORK 225 Liberty Street

New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC.,
ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2206-OA11 's judgment and consent/agreement by means of silence with any and all claims
and/or violations herein-stated in the default provisions or any other law.

Power of Attorney: When BANK OF NY MELLON FKA THEBANK OF NEW YORK 225 Liberty
Street

New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC.,
ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2206-OA11 fails by not rebutting to any part of this "RESPA REQUEST" BANK OF NY
MELLON FKA THEBANK OF NEW YORK 225 Liberty Street

New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC.,
ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2206-OA11 agrees with the granting unto Mario E. Castro's unlimited Power of Attorney and
any and all full authorization in signing or endorsing BANK OF NY MELLON FKA THEBANK OF
NEW YORK 225 Liberty Street

New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC.,
ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2206-OA11's name upon any instruments in satisfaction of the obligation(s) of this RESPA
REQUEST/Agreement or any agreement arising from this agreement. Pre-emption of or to any
Bankruptcy proceeding shall not discharge any obligation(s) of this agreement. Consent and
agreement with this Power of Attorney by BANK OF NY MELLON FKA THEBANK OF NEW
YORK 225 Liberty Street

New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC.,
ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2206-OA11 waives any and all claims of Mario E. Castro, and/or defenses and remains in
effect until satisfaction of all obligation(s) by BANK OF NY MELLON FKA THEBANK OF NEW
YORK 225 Liberty Street

New York, NY 10286 , FOR THE CERTIFICATE HOLDERS OF CW WALT, INC.,
ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2206-OA11 has been satisfied.

Date: Feb. 8, 2017

Sincerely, In Good Faith,

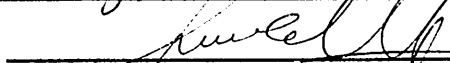

Mario E. Castro

as man,

Mario E. Castro, Authorized Representative

Jurat/ Acknowledgement

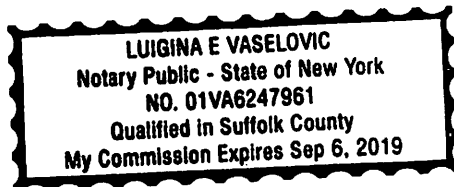
Notary Name: Luigina Vaselovic

Notary Signature: 

Commission Expires 09/06/2019

Commission Expires: 09/08/2018

NOTARY SEAL



CC:

Federal Trade Commission

600 Pennsylvania Avenue NW,

Washington, DC. 20580

Office of RESPA and Interstate Land Sales

Office of Housing, Room 9146□

Department of Housing and Urban Development

451 Seventh Street, SW

Office of Housing Enterprise Oversight (OFHEO)

1700 G Street, NW., Fourth Floor

Washington, DC 20552

NOTICE OF DEFAULT

STATE OF NEW YORK }

} ss

COUNTY OF SUFFOLK }

PRESENTMENT Be it known, that the person signing below, a duly empowered Notary Public, at the request of Mario E. Castro In care of 419 W Hills Rd, Melville New York, did duly present on February 8 , 2017 the original request to the parties below:

through the U.S. Post office via certified mail #EL 575973295 US and was received and signed for by SHELLPOINT MORTGAGE SERVICING as received on Feb 9, 2017. The BANK OF NEW YORK MELON FKA BANK OF NEW YORK received the same document below on Feb. 9, 2017 though the U.S. Post office certified mail #EL 575973304

1. RESPA Qualified Written Request/ Complaint Dispute of Debt/ Debt Validation Notice/ TILA Request, executed by Mario E. Castro 20 Pages dated FEB. 8, 2017 and referencing alleged account #0578156729

Requesting the rebuttal or acceptance of the terms and pending affidavit of satisfaction.

PROTEST Whereupon, the Notary Public signing below, for the reason dishonor by non-response/nonperformance, does publicly and solemnly certify the dishonor as against all parties it may concern for liability equivalent to all costs, damages and interest incurred, or hereafter incurred, by reason of nonperformance thereof and stipulations therein.

NOTICE The undersigned Notary Public, certifies that on February 8 , 2017 Notice(s) were sent to the parties noted below depositing in depository of the United States Postal Service within the State indicated herein a sealed envelope containing said Notice(s) directed to the respective person(s) or entity(ies) at the last known corresponding address noted below:

Address of banks : Shellpoint Mortgage Servicing, acting as "servicer", P.O. Box 740039 CINCINATI, OH 45274-0039 on behalf of: BANK OF NEW YORK MELON, FKA THE BANK OF NEW YORK 225 Liberty Street New York, N.Y. 10286, FOR THE CERIFICATE HOLDERS OFCW WALT, INC., ALTERNATIVE LOAN TRUST 2006-AO11 MORTGAGE PASS THROUGH CERTIFICATES SERIES 2206-OA11

ATTENTION: CEO's

All rights reserved without prejudice

Sincerely, In Good Faith, Date: 4/13/2017

as man, Mario E. Castro

All rights reserved without prejudice

Mario E. Castro, Authorized Representative Jurat/ Acknowledgement Notary Name:

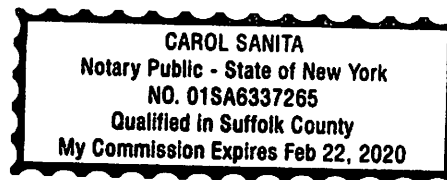
Carol Sanita

Signature: Carol Sanita

Notary

Dated: 04/13/17

Commission Expires: 02/22/2020



Affidavit of Fact – Request For Original Wet Ink Signature Promissory Note

FROM: a man, Mario Castro, Authorized Representative
Natural Person, In Full Life, In Propria Persona, Sui Juris
All Rights Reserved: U.C.C. 1-207/1-308; U.C.C.1-103
[c/o 419 West Hills Rd.
Melville, via New York Republic, Zip Exempt [11747]
via United States Republic, Continental, North America
Non-Domestic, Non Resident, via united States Mail
without the United States corp. ®

My First 3 Letters to the Bank.

To: SHELL POINT MORTGAGE SERVICING PO BOX 740039 CINTINATI, OHIO, acting as “servicer” on the behalf of:
BANK OF NY MELLON Fka, BANK OF NEW YORK, FOR THE CERTIFICATE HOLDERS OF CW WAL, INC.
ALTERNATIVE LOAN TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATES SERIES 2206-OA11 101
Barclay St. 8w New York N.Y. 10286 on alleged Loan: **0578156729**,
- BANK OF AMERICA... Correspondence unit FL-1-908-01-49 PO Box 31785 C.E.O./C.F.O.
Tampa , F.L 33631-3785 alleged loan number **126376008**

Re: i require for inspection of

MY WET INK ORIGINAL Promissory Note

Name: Mario Castro

Property Location: c/o 419 West Hills Rd. Melville, New York Republic [11747]

Loan Number: **0578156729**

Dear, SHELL POINT MORTGAGE SERVICING, known as the “Servicer”; on behalf of in the above addressed To: BANK OF
NY MELLON Fka, BANK OF NEW YORK , FOR THE CERTIFICATE HOLDERS OF CW WAL, INC. ALTERNATIVE LOAN
TRUST 2006-OA11 MORTGAGE PASS THROUGH CERTIFICATES SERIES 2206-OA11 with the address: 101 Barclay St. 8w
New York, N.Y.
10286 on alleged Loan: **0578156729**,
And
BANK OF AMERICA... Correspondence unit FL-1-908-01-49 PO Box 31785 C.E.O./C.F.O.
Tampa, FL 33631-3785 alleged loan number **126376008**

i, as man, Mario Castro, am the owner of certain real property located at the above location which is security for a loan made by
Bank of America to i. i am doing a verification of claim on my loan as i am entitled to by law.

i am prepared to resume payment of this Promissory Note. Before continuing with my payments with you, i need to be certain that
you are still the RIGHTFUL Holder of Due Course of my Promissory Note and no other party may come back to i at a later time to
lay claim against my property.

i respectfully request to visually inspect **MY ORIGINAL WET INK SIGNATURE PROMISSORY NOTE** with i and consul
physically present before you and others to make sure it is my original wet ink note. (NOT A COPY)

To whom this presentment shall come, your failure to respond to this letter will be taken as an administrative default as per the
Administrative Procedures Act of 1946.

Your Failure to produce the **ORIGINAL WET INK SIGNATURE PROMISSORY NOTE** will be taken as an administrative
default.

Please be advised. A COPY of the said Note nor an Affidavit of Loss or any other forms will not be acceptable.

Please contact me in writing ONLY, to arrange for an appropriate point of inspection in [South Huntington Public Library stationed
at: 145 Pigeon Hill rd., Huntington Station , NY 11746], i will have accompanied along with i consul for inspection of my **original
wet ink signature promissory note**.

Affidavit of Fact – Request For Original Wet Ink Signature Promissory Note

According to UCC § 2-207, Rules and Regulations: (Your Performance, Is Your Acceptance)

For The Public Record In Good Faith

“Without Prejudice” UCC 1-308 Date: 5/18/17 A.D.

a man, [Signature] (Seal)

[Mario E. Castro], Property Owner

All Natural Rights “Explicitly” Reserved

U.C.C.1-207/1-308/2-207/1-103.6/2-103(1)(b)

Jurat/ Acknowledgement

Notary Name: Thomas CondeMI

Notary Signature: [Signature]

Dated: 5/18/17

Commission Expires: 03/06/21

NOTARY SEAL

